

## CONTRACT FOR SERVICES

### **THIS CONTRACT IS SUBJECT TO ARBITRATION PURSUANT TO THE MONTANA UNIFORM ARBITRATION ACT**

#### **1. PARTIES**

The Montana Department of Corrections (DEPARTMENT or MDOC) and **Community, Counseling, and Correctional Services Inc.** (CONTRACTOR) enter into this Contract (ACCD-02-001-0-MTC) for services. The parties mailing addresses, telephone numbers, and FEIN are as follows:

Montana Department of Corrections  
Adult Community Corrections Division  
1539 11<sup>th</sup> Avenue  
PO Box 201301  
Helena MT 59620-1301  
(406) 444-3930

*Community, Counseling, and Correctional  
Services Inc. (CCCS)  
66 West Broadway  
Butte MT 59701  
(406) 723-6006*

##### **1.1 Document Precedence**

RFP# MTC-01-X, as amended, CONTRACTOR'S initial response and Best and Final Offer, as amended/clarified, are hereby incorporated by reference and made a part of this Contract as if set forth in full herein. This Contract consists of, and precedence is established by, the order of the following documents incorporated into this Contract:

1. This Contract document;
2. CONTRACTOR'S Best and Final Offer, as amended/clarified by CONTRACTOR and accepted by DEPARTMENT;
3. CONTRACTOR'S response, as amended/clarified, to the Request For Proposals document (RFP# MTC-01-X); and
4. The Request For Proposals document (RFP# MTC-01-X), as amended.

CONTRACTOR shall notify DEPARTMENT in writing of any apparent conflict between the referenced documents. All apparent conflicts shall be resolved by the parties according to the considerations set forth herein.

**DEPARTMENT AND CONTRACTOR, AS PARTIES TO THIS CONTRACT AND FOR THE CONSIDERATION SET FORTH BELOW, AGREE AS FOLLOWS:**

#### **2. DUTIES/RESPONSIBILITIES OF CONTRACTOR**

CONTRACTOR shall provide the appropriate services and management necessary for the operation and management of a 140 bed, Modified Therapeutic Community for male and female adult offenders participating in the Warm Springs Addictions Treatment & Change (WATCH) Program. CONTRACTOR shall begin accepting offenders on February 1, 2002. Offenders will be delivered to the Facility by DEPARTMENT staff or their designee in accordance with the RFP. In the event CONTRACTOR is requested by DEPARTMENT to provide transportation of offenders sentenced to the Program, DEPARTMENT and CONTRACTOR will agree upon a financial reimbursement prior to transportation.

CONTRACTOR agrees to provide all staff, services, and management necessary to implement a Modified Therapeutic Community. The Program shall provide individual and group treatment utilizing the community model for a six-month duration, including aftercare linkages for offenders that successfully complete the Program. All services shall be provided in accordance with CONTRACTOR'S response to the RFP, as amended/clarified.

## **2.1 Programming**

The Treatment Program will be provided in three (3) Phases: Phase I - Orientation, Phase II – Modified Therapeutic Community Treatment, and Phase III – Relapse Prevention and Re-entry. Treatment during each Phase will be provided in accordance with Section 4 – Program Requirements, Volume 1 of CONTRACTOR'S response to the RFP.

In addition, CONTRACTOR will provide programming to include, but not be limited to: Chemical Dependency such as the Wanberg and Milkman curriculum *Criminal Conduct and Substance Abuse Treatment: Strategies for Self-Improvement and Change*, Cognitive Principles and Restructuring, Criminal Thinking Errors, Anger Management, Family Relationship, Life Skill Development, and twelve step programming.

## **2.2 Program Screening and Intake**

A Program Screening Committee (Committee) will determine offender acceptance into the Program. The Committee will consist of two (2) representatives of CONTRACTOR, two (2) DEPARTMENT representatives, one (1) Anaconda/Deer Lodge County law enforcement representative, and one (1) Montana State Hospital representative. Generally, all offenders convicted of a fourth or subsequent DUI will be accepted. However, several exclusions may apply, such as: multiple convictions requiring a higher supervision level, medical conditions impacting the offender's ability to participate, cognitive impairments, etc. Based on assessment results, the admission screening committee may refer an offender with medical or psychiatric problems back to a State prison for stabilization prior to acceptance. This screening process is the only means of admission into the Program. DEPARTMENT retains the sole authority to select those offenders eligible for participation in the Modified Therapeutic Community.

## **2.3 Program Progression and Failure**

Offenders in the proposed Warm Springs Addictions Treatment and Change (WATCH) Program may move from one phase to the next with the endorsement of his/her family as well as the his/her individual treatment team, which will include the Chemical Dependency Counselors, Case Managers, and Counselor Technicians from the respective Family.

The following are the requirements necessary to request movement from Phase I to Phase II:

- ❑ *Who I Am/Life Story* Presentation made to the entire Treatment Family.
- ❑ Completion of Session 1 through Session 18 of the chemical dependency treatment curriculum. This includes preparation and presentation of all assignments.
- ❑ Completion of the Initial Phase of the Cognitive Principles and Restructuring Program. This includes all assigned thinking logs, reports, and assignments.

- ❑ Completion of Steps 1 and 2 of the 12-Step Program. This includes all assignment.
- ❑ Completion of any assigned material from Big Book Study, etc.
- ❑ Offender has submitted and presented an autobiography to staff and the treatment.
- ❑ Offender has completed all assigned issued and required by the treatment family.
- ❑ Offender has completed a treatment plan with his/her treatment team.
- ❑ Offender has attended all scheduled individual sessions with his/her Chemical Dependency Counselor and Case Manager.
- ❑ Offender has received the endorsement of a majority of his/her treatment family.

The following are the requirements necessary to request movement from Phase II to Phase III:

- ❑ Completion of Session 19 through Session 40 of the chemical dependency treatment curriculum. This includes preparation and presentation of all assignments.
- ❑ Completion of the Intermediate Phase of the Cognitive Principles and Restructuring Program. This includes all assigned thinking logs, reports, and assignments.
- ❑ Completion of Steps 3 and 4 of the 12-Step Program. This includes all assignment.
- ❑ Completion of any assigned material from Big Book Study, etc.
- ❑ Offender has completed all assigned issued and required by the treatment family.
- ❑ Offender has reviewed and updated a treatment plan with his/her treatment team.
- ❑ Offender has attended all scheduled individual sessions with his/her Chemical Dependency Counselor and Case Manager.
- ❑ Offender has begun Life Skills programming.
- ❑ Offender has completed anger management programming (if applicable).
- ❑ Offender has completed family relationship programming (if applicable).
- ❑ Offender has completed victim issues/restorative justice programming.
- ❑ Offender has received the endorsement of a majority of his/her treatment family.

The following are the requirements necessary to request program completion:

- ❑ Completion of Session 41 through Session 50 of the chemical dependency treatment curriculum. This includes preparation and presentation of all assignments.

- ❑ Completion of Steps 5 and 6 of the 12-Step Program. This includes all assignment.
- ❑ Completion of any assigned material from Big Book Study, etc.
- ❑ Offender has submitted and presented an autobiography to staff and the treatment.
- ❑ Offender has completed all assigned issued and required by the treatment family.
- ❑ Offender has completed all aspects of treatment plan.
- ❑ Offender has attended all scheduled individual sessions with his/her Chemical Dependency Counselor and Case Manager.
- ❑ Offender has completed Life Skills programming.
- ❑ Offender has attended at least one (1) community AA/NA meeting.
- ❑ Offender has developed an aftercare/transitional plan that has been approved by the MDOC and the Montana Parole Board, if applicable.
- ❑ Offender has made a final testimony to the treatment family.
- ❑ Offender has received the endorsement of a majority of his/her treatment family.

## **2.4 Program Evaluation**

CONTRACTOR shall participate in quarterly reviews and produce DEPARTMENT required data starting the end of the first quarter and due May 10, 2002 and henceforth on an ongoing basis. On a quarterly basis, CONTRACTOR shall provide the Facility Contract Monitor with the following data in an electronic format that is easily accessible for analysis:

- Compilation of the performance indicators, which reflect progress toward the goals and objectives identified in CONTRACTOR'S response to the RFP (e.g. results of the pre & post tests and results of exit surveys).
- Documentation of phase progression
- Completion data
- Results of exit LSI-R
- Results of UA testing
- Documentation of Incentives and Sanctions
- Schedule of all therapeutic activities.

DEPARTMENT will evaluate Program design, implementation, and outcome. CONTRACTOR shall allow DEPARTMENT access to files and the Program to conduct required evaluations. DEPARTMENT will utilize the following evaluation techniques:

- Observation and rating of all groups, lectures, study groups, and community meetings. The Facility Contract Monitor or designee shall be allowed random unannounced visits to all aspects of programming, other than individual counseling sessions.
- Observation of the clinical staffing process.

- File reviews to ascertain the results of assessment data, including the LSI-R, quality of the individualized treatment plan, and documentation of phase progression and aftercare plans

DEPARTMENT and CONTRACTOR will review and agree on the evaluation tools to be used. Tools in some instances may be revised or substituted (Refer to Appendix C – Evaluation Component).

## **2.5 Program Staff**

CONTRACTOR shall staff the Program as stated in the Best and Final Offer and shall provide each treatment family with the following staff: two (2) Chemical Dependency Counselors, one (1) Counselor Technician, and one (1) Case Manager. In addition, all treatment families within the WATCH Program shall share the service of one (1) Intensive community Case Manager/Aftercare Coordinator and one (1) half-time Employment/Community Resource Specialist.

### **2.5.1 Staff Training**

Staff shall be properly trained for employment in the WATCH Program as detailed in CONTRACTOR'S response to the RFP (Reference Section 6.1, Volume 1).

### **2.5.2 Background Staff Investigations**

CONTRACTOR shall conduct a criminal investigation of all proposed Program employees pursuant to CONTRACTOR'S Personnel Policy #1.3.1.12 *Employee Clearance Check*. CONTRACTOR will not employ an individual [with a felony record] at the WATCH Program without written approval from the Community Corrections Division Administrator or designee.

## **2.6 Discharge/Aftercare Planning**

Approximately two weeks prior to exiting the Program, the offender, CD Counselors, Case Managers, Intensive Community Case Manager/Aftercare Coordinator and Counselor Technicians of the respective treatment family shall conduct a discharge planning conference.

All offenders shall receive a Discharge Summary, completed by appropriate Treatment staff, upon exit from the Program.

Upon discharge from the Program, offenders without approved transportation plans will be transported by CONTRACTOR to a public transportation terminal.

## **2.7 Returned Custody**

DEPARTMENT will assume custody, at reasonable times, of any offender whom DEPARTMENT believes to be unsuitable for treatment in the WATCH Program.

## **2.8 Progress Notes**

CD Counselors, Case Managers, and Counselor Technicians shall be responsible for ensuring that offender participation in group and individual settings are documented. These progress notes shall be part of the offender's individual file.

## **2.9 Offender Files**

Contractor shall establish and maintain appropriate documents and files for each offender. All file materials shall be the property of DEPARTMENT.

## **2.10 Inmate Workers**

CONTRACTOR may utilize Inmate Workers to assist with Food Services. The Screening Committee will select Offenders appropriate for these positions. Inmate workers will be housed within the facility, at no per diem charge to DEPARTMENT.

## **2.11 Health Care Services**

CONTRACTOR shall provide offenders with access to routine medical and dental services in compliance with applicable standards.

Offenders, their outside families, or other third party providers shall be primarily responsible for the costs of health care, prescriptions, and medications. DEPARTMENT will be the payer of last resort.

### **2.11.1 Nursing Services**

Contractor shall provide nursing staff in accordance with the staffing pattern listed in the Best and Final Offer. Nursing staff shall be available on alternating shifts, at least forty (40) hours each week.

### **2.11.2 Offender Physicals/Health Screenings**

CONTRACTOR shall provide each offender with a Brief Limited physical exam and laboratory work. CONTRACTOR may charge each offender for the costs of this exam.

## **2.12 Alcohol and Drug Testing**

Contractor shall implement a comprehensive alcohol and drug testing program. This program shall comply with MDOC Policy 3.1.20 *Standardized Offender Urinalysis Screening*.

## **2.13 Transportation**

DEPARTMENT is responsible for the initial transportation of offenders to the WATCH Program, transportation of offenders to another correctional facility, and transportation of offenders for court appearances. CONTRACTOR shall be responsible for all other transportation, including security of the offender during transport.

## **2.14 Rules and Regulations**

Offenders may be terminated from the Program, after a disciplinary hearing, for violation of any of the guiding rules established by CONTRACTOR (Ref. Probation & Parole Policy 1-40-1).

## **2.15 Program Audits**

CONTRACTOR shall ensure that an independent accounting firm audits the Program annually. Results of this financial audit shall be immediately forwarded to the DEPARTMENT upon request.

## **2.16 Facility Conditions**

### **2.16.1 Maintenance—Major**

DEPARTMENT shall be responsible for major repair, replacement, and maintenance of the facility (Xanthopoulos building).

### **2.16.2 Maintenance—Minor**

CONTRACTOR shall be responsible for minor repair, replacement, and maintenance of the facility (Xanthopoulos building).

### **2.16.3 Environment**

CONTRACTOR shall be responsible for grounds keeping, housekeeping, and janitorial services at the facility.

### **2.16.4 Furniture/Furnishings/Equipment**

CONTRACTOR shall provide sufficient staff and offender furniture, furnishings, and equipment at the facility and shall maintain all equipment in good repair and clean condition. DEPARTMENT shall provide the initial bed frames and mattresses for 140 offenders.

### **2.16.5 Department Office Space**

CONTRACTOR shall ensure that adequate space is available for two (2) DEPARTMENT staff. DEPARTMENT shall provide all office and telecommunications equipment for these staff and shall provide for the maintenance and cleaning of the offices. DEPARTMENT shall be responsible for telecommunication costs (telephone, fax, local and long distance) associated with these offices. CONTRACTOR shall be responsible for all utility costs associated with the space provided.

### **2.16.6 Facility Condition Inventory**

CONTRACTOR shall complete an annual Facility Condition Inventory (FCI) of the facility and submit said form to the Department's Program Monitor.

### **2.16.7 Facility Location/Inter-Departmental Agreement**

CONTRACTOR acknowledges that the Facility is located on property owned by another State agency (Department of Public Health and Human Services DPHHS) and agrees to abide by all terms and conditions of the agreement, as applicable to CONTRACTORS operations (Reference Appendix B – Inter-Departmental Agreement).

#### **2.16.7 Safety**

CONTRACTOR shall develop a comprehensive fire safety plan for the Program/Facility. This plan shall include: provision for an adequate fire protection service; a system of fire inspections and testing of equipment at least quarterly or at intervals approved by Anaconda Deer-Lodge County; an annual inspection by the Anaconda-Deer Lodge fire department; and the availability of fire protection equipment at appropriate locations throughout the Facility.

#### **2.17 Utilities**

CONTRACTOR shall be responsible for all utility costs at the facility, up to one hundred eighty thousand dollars (\$180,000.00) annually. DEPARTMENT shall be responsible for annual utility costs at the facility in excess of this amount. These utility costs shall include water, sewer, gas, and electricity. Utilities will be individually metered and/or billed at a flat rate. CONTRACTOR will be invoiced for utility costs by the appropriate and responsible party. In addition, CONTRACTOR shall be responsible for solid waste disposal and associated costs.

#### **2.18 Clothing, Linen, and Bedding**

CONTRACTOR shall ensure that adequate clothing, linen, and bedding is available at the facility and that specific policies and procedures are in place to provide for the accountability of all offender clothing, linen, and bedding.

Offenders shall be issued suitable and clean bedding and linen, including two sheets, one pillow and pillowcase, one mattress, and sufficient blankets to provide comfort under existing temperature controls. CONTRACTOR shall provide for bedding and linen exchange, including towel, at least weekly.

#### **2.19 Laundry**

CONTRACTOR shall provide for all laundry services at the Program. CONTRACTOR shall purchase washers and dryers necessary for the provision of these services.

#### **2.20 Inmate Housing**

Male and female Offenders shall be separated to the greatest extent possible. Female offenders shall occupy a separate living area within a treatment family living area.

#### **2.21 Offender Absence/Escape**

If an offender is unaccounted for and determined to be absent without leave (AWOL), CONTRACTOR shall activate its *offender Escape* policy. This policy shall be consistent with MDOC Policy 3.2.2 *Facility/Program Escapes*.



CONTRACTOR shall take reasonable precautions to prevent escapes from the Program. In the event of an escape, CONTRACTOR'S employees shall engage in immediate and appropriate actions to apprehend the escapee (offender) within the property boundaries of the Montana State Hospital until law enforcement authorities have assumed control of the pursuit.

CONTRACTOR shall be responsible for costs incurred by the State or any political subdivision of the State as a result of escapes, riots, disturbances, or other natural or human caused events at the Program, including all costs associated with the pursuit and capture of an escaped offender and his/her transportation back to the secure custody in the State of Montana.

CONTRACTOR shall develop, implement, and maintain a mutual-aid agreement with Anaconda-Deer Lodge (ADL) County. This agreement shall address ADL law enforcement assistance in the event of an escape.

## **2.22 Unlawful/Suspicious Behavior**

CONTRACTOR shall report all unlawful offender behavior to the Anaconda-Deer Lodge (ADL) Law Enforcement Agency and DEPARTMENT. In addition, suspicious offender behavior shall be appropriately logged and reported to DEPARTMENT Staff.

CONTRACTOR shall provide Program/Facility security as outlined in Section 5, Volume 1 of their response to the RFP.

## **2.23 Supervision/Security**

CONTRACTOR shall provide three (3) Security Advisors and a Security Advisor Supervisor during each shift. These Security Advisors shall be posted throughout the facility. Supervisory staff shall make a general inspection of the proposed facility each day, including weekends and holidays. In addition, assigned staff shall make safety, sanitation, and security inspections of all living and activity areas during each shift. Assigned staff shall also conduct daily inspections of areas outside the living areas, such as medical, storage rooms, and food service.

Staff will conduct daily inspections of all external equipment, locks, and structures at least once per shift and prior to offenders entering the designated area. These inspections shall be appropriately logged.

### **2.23.1 Facility Entrance Procedures**

CONTRACTOR shall maintain control of the perimeter and entrances of the Facility to ensure that offenders remain within the Facility and unauthorized individuals do not enter the Facility.

## **2.24 Planning**

### **2.24.1 Emergencies**

CONTRACTOR shall develop a complete set of emergency plans that will enable staff to respond effectively to facility emergencies.

### **2.24.2 Incident Management**

CONTRACTOR shall develop and implement emergency preparedness policies and procedures that are consistent with the Department's Emergency Preparedness Policies.

### **2.24.3 Contingencies**

CONTRACTOR shall work with DEPARTMENT staff to develop a contingency plan that will provide for the transfer of program control to DEPARTMENT or another contractor in the event of Contract termination or expiration. The contingency plan must provide for continued and uninterrupted operation of the WATCH Program and shall address the transfer of property, equipment; and disposition of staff.

### **2.24.4 Work Stoppages**

CONTRACTOR shall develop and maintain an emergency plan that addresses staffing during sick outs, strikes, and work stoppages at the Program and shall notify Local law enforcement personnel and the Facility Contract Monitor once it becomes apparent that the WATCH Program may become or, actually becomes, subject to a sick out, strike, or work stoppage.

## **2.25 Use of Force**

Use of force by CONTRACTOR employees shall be consistent with DEPARTMENT policies and procedures 3.1.8 *Use of Force and Restraints*; 3.1.9 *Use of Chemical Agents*; 3.1.10 *Use of Oleoresin Capsicum Spray in Correctional Facilities/Programs*; 3.1.16 *Contraband Control*; and 3.1.17 *Offender Searches*.

The use or possession of firearms or gases for control of offenders will be consistent with state law and MDOC policies and procedures. Additionally, all such items will be prohibited at the facility except by local law enforcement and MDOC officials. The proposed WATCH Program will have appropriate storage for firearms, etc. that may be brought on-site by local law enforcement personnel or transport officials.

## **2.26 Offender Rights**

CONTRACTOR shall develop and maintain an offender grievance policy consistent with MDOC Policy 3.3.3 *Offender Grievance Procedures*.

## **2.27 Food Services**

CONTRACTOR shall utilize the Montana State Prison (MSP) Food Factory to provide food services for offenders and on-duty staff at the Facility. In addition, CONTRACTOR shall provide offenders with access to a fresh salad bar during lunch and dinner and shall also provide soda, milk, coffee, tea, etc., as appropriate.

CONTRACTOR must ensure that food service facilities and equipment meet established governmental health and safety codes at all times.

Food service will be provided in accordance with the RFP. However, if DEPARTMENT requires CONTRACTOR to provide said meal services, DEPARTMENT will reimburse Contractor at the following rate: Breakfast \$2.80; Lunch \$2.90; and Dinner \$2.90. Food service operations will be guided by the following:

1. A written plan for the delivery of dietetic services and naming the person in charge of food operations and the duties that may be delegated to others.
2. Food shall be served in an appetizing and attractive manner, with realistic planned meal times in a relaxed atmosphere.
3. Food services shall comply with all applicable federal, state, and local laws, rules, and regulations.

## **2.28 Accountability**

CONTRACTOR shall provide for property inventory and control and strict accountability of offender funds and personal belongings.

## **2.29 Offender Telephones/Commissions**

CONTRACTOR shall make coin-less, telephone service available to all offenders at the Facility. Further, CONTRACTOR agrees to submit proposed telephone service contracts to DEPARTMENT for review and approval prior to contract execution and shall forward all resulting commissions, and supporting documentation, to DEPARTMENT.

## **2.30 Canteen Operations**

Canteen items shall be available to offenders. Canteen operations will be governed by appropriate policy and procedures and generally accepted accounting practices and shall be under the supervision of CONTRACTOR'S Chief Financial Officer, the WATCH Program Administrator, and Accounting staff.

CONTRACTOR shall maintain separate financial and accounting records for canteen operations. Canteen prices shall be comparable to those charged at other MDOC facilities. An independent auditor will audit canteen operations annually.

# **3. BILLING/PAYMENT/COMPENSATION**

DEPARTMENT shall compensate CONTRACTOR for successful delivery of the services provided pursuant to Section 2 in the following manner:

## **A. Billing**

All payments made under this Contract shall be made only upon submission by CONTRACTOR of an Invoice specifying the amounts due and certifying that services requested under the Contract have been performed in accordance with the Contract. Invoices shall be submitted no later than the 10<sup>th</sup> of each month and shall contain each offender name and (AO) number (Adult Offender # (AO#)) participating in the WATCH program, the dates of incarceration at the Facility, and date of release, if applicable.

**B. Payment**

DEPARTMENT agrees to pay CONTRACTOR within 30 business days following receipt of a correct invoice.

**C. Compensation**

For the contract period ending June 30, 2003, DEPARTMENT will pay CONTRACTOR a per diem rate of fifty dollars and 16/100 (\$50.16) per offender, per day.

- 1) The per diem rate constitutes the sole and exclusive payment by DEPARTMENT for the provision of all services required herein, except as otherwise specifically provided in this Contract.
- 2) DEPARTMENT will guarantee payment for a minimum of seventy (70) offenders per day, per month, regardless of the actual number of offenders in the facility.

D. DEPARTMENT may withhold payments to CONTRACTOR if CONTRACTOR has not performed in accordance with the terms of this Contract.

E. The Contract number must be referenced on all invoices and correspondence pertaining to this Contract.

**4. AGENCY ASSISTANCE**

CONTRACTOR shall use its own furnishings and equipment in providing the services set forth in Section 2. However, the parties recognize that these contracted services are being provided to DEPARTMENT within a DEPARTMENT owned facility and CONTRACTOR will have access to inmate records.

**5. TIME OF PERFORMANCE**

A. This Contract shall take effect on February 1, 2002 and shall terminate on January 31, 2009, unless terminated earlier in accordance with the terms of this Contract.

B. It is understood and agreed that this Contract is dependent upon appropriation of funds for this Contract by the Montana Legislature. Further, the parties recognize that the act of appropriation is a legislative act. DEPARTMENT agrees to take such action as is necessary under the laws applicable to the State to timely and properly budget for and request the appropriation of funds from the Legislature of the State of Montana which will permit DEPARTMENT to make all payments required under this Contract.

C. DEPARTMENT further agrees to assume the appropriate portion of debt service detailed in the "Start Up Costs" of CCCS' Best and Final Offer should the 2003 State Legislature not continue funding for this Contract beyond June 30, 2003. Upon assumption of the debt service, DEPARTMENT will secure possession of those items purchased by CCCS with said start up funds causing the debt service.

## 6. LIAISONS AND NOTICE

- A. Norma Jean Boles (693-7551) or successor serves as DEPARTMENT'S liaison.
- B. Mike Thatcher (723-6006) or successor serves as CONTRACTOR'S liaison.
- C. All notices and invoices required in this Contract shall be in writing, properly addressed to the liaison in (A) and (B) above, mailed first-class, postage prepaid. All notices sent via U.S. Postal Service are deemed effective on the date of postmark. Notices and invoices mailed through another carrier (e.g., UPS or FedEx) are effective upon receipt.

## 7. OWNERSHIP AND PUBLICATION OF MATERIALS

All materials CONTRACTOR develops or utilizes (i.e., reports, spreadsheets, etc.) in performing the services set forth in Section 2 above shall be the joint property of CONTRACTOR and DEPARTMENT.

## 8. CONTRACTED PARTY'S EMPLOYMENT STATUS

In accordance with sections 39-71-120, 39-71-401, and 39-71-405, MCA, CONTRACTOR is required to maintain Workers' Compensation or an Independent Contractors Exemption covering CONTRACTOR and/or employees while performing work for the State of Montana. Neither CONTRACTOR nor its employees are employees of the State. This insurance/exemption must be valid for the entire contract period. A renewal document must be sent to the Department of Corrections, Legal Services Bureau, PO Box 201301, Helena, MT 59620-1301, upon expiration.

## 9. INSURANCE

**General Requirements:** CONTRACTOR shall maintain for the duration of the Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with the performance of the work by CONTRACTOR, agents, employees, assigns, or subcontractors. The insurance shall cover such claims as may be caused by any negligent act or omission.

**Primary Insurance:** CONTRACTOR'S insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.

**Certificate of Insurance/Endorsements:** A certificate of insurance, indicating compliance with the required coverages, must be delivered to DEPARTMENT. CONTRACTOR must notify DEPARTMENT immediately, of any material change in insurance coverage, such as changes in limits, coverages, policy status, etc. DEPARTMENT reserves the right to require complete copies of insurance policies at all times.

CONTRACTOR'S insurer must provide DEPARTMENT with 30 days written notice prior to the policy expiration date of insurance's required under this Contract.

- A. **Professional Liability:** CONTRACTOR shall purchase and maintain Occurrence coverage with combined single limits for each wrongful act of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate per year to cover such claims as may be caused by any act, omission, negligence of CONTRACTOR or its officers, agents, representatives, assigns or subcontractors. Note: if "occurrence" coverage is unavailable or cost prohibitive, CONTRACTOR may provide claims made coverage with three years of additional tail to commence at the conclusion of the Contract at the discretion of the agency and with the prior approval of DEPARTMENT.

**Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention must be declared to and approved by DEPARTMENT. At the request of the agency either: (1) The insured shall reduce or eliminate such deductibles or self-insured retention's as respect to the State, its officers, officials, employees, and volunteers; or (2) CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

- B. **Commercial General Liability:** CONTRACTOR shall purchase and maintain Occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate per year to cover such claims as may be caused by any act, omission, or negligence of CONTRACTOR or its officers, agents, representatives, assigns or subcontractors.

**Additional Insured Status:** The State, its officers, officials, employees, and volunteers are to be covered as additional insureds; for liability arising out of activities performed by or on behalf of CONTRACTOR, including the insured's general supervision of CONTRACTOR; products and completed operations; premises owned, leased, occupied, or used.

- C. **Specific Requirements for Automobile Liability:** CONTRACTOR shall purchase and maintain Occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate per year to cover such claims as may be caused by any act, omission, or negligence of CONTRACTOR or its officers, agents, representatives, assigns or subcontractors.

**Additional Insured Status:** The State, its officers, officials, employees, and volunteers are to be covered as additional insureds for automobiles leased, hired, or borrowed by CONTRACTOR.

## **10. HOLD HARMLESS AND INDEMNIFICATION**

- A. CONTRACTOR agrees to be financially responsible (liable) for any audit exceptions or other financial loss to DEPARTMENT due to the negligence, intentional acts, or failure for any reason to comply with terms of this Contract.
- B. CONTRACTOR agrees to protect, defend, and save DEPARTMENT, its elected and appointed officials, agents and employees, while acting with the scope of their duties as such, harmless from and against all claims, and causes of action of any kind of character, including the cost of defense thereof, arising in favor of CONTRACTOR'S employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of CONTRACTOR.

Herein nothing shall be construed as an agreement by CONTRACTOR to release, indemnify and hold harmless DEPARTMENT, its officials, agents, or employees from liability for damage or injury to persons or property caused by the negligence, carelessness, or intentional acts of DEPARTMENT, its officials, agents, or employees, unless said officials, agents, or employees are acting under the direction or control of CONTRACTOR.

**11. ACCESS AND RETENTION OF RECORDS**

- A. CONTRACTOR is required to maintain reasonable records of performance of duties pursuant to this Contract.
- B. CONTRACTOR agrees to provide DEPARTMENT, the Legislative Auditor, or their authorized agent with access to CONTRACTOR'S records concerning this Contract.
- C. CONTRACTOR agrees to create and retain all records supporting the services rendered for a period of three years after completion of this Contract or the conclusion of any claim, litigation, or exception relating to this Contract taken by the State of Montana or a third party.
- D. CONTRACTOR shall allow access to offender files by DEPARTMENT.

**12. PUBLIC INFORMATION**

CONTRACTOR recognizes that this Contract may be subject to public inspection pursuant to Article 2, § 9 of the Montana Constitution. DEPARTMENT has a limited ability to assert a privacy interest in the subject matter of the Contract particularly with respect to information which is in the nature of a "trade secret" as the phrase is defined in federal law. In any event, CONTRACTOR agrees to hold DEPARTMENT harmless from any injury caused, in whole or in part, by the review of this agreement by an entity authorized to do so pursuant to Article 2, § 9 of the Montana Constitution.

**13. ASSIGNMENT, TRANSFER AND SUBCONTRACTING**

CONTRACTOR shall not assign, sell, transfer, subcontract or sublet rights, or delegate duties under this Contract, in whole or in part, without the prior written approval of DEPARTMENT. No such written approval shall relieve CONTRACTOR of any obligation of this Contract and any transferee or subcontractor shall be considered the agent of CONTRACTOR. CONTRACTOR shall remain liable as between the original parties to the Contract as if no such assignment had occurred.

**14. AMENDMENTS**

All amendments to this Contract shall be in writing and signed by the parties.

**15. COMPLIANCE WITH LAWS**

CONTRACTOR must comply with all applicable federal and state law including, but not limited to the prevailing wage laws, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, the Section 504 of the Rehabilitation Act of 1973.

## **16. CONTRACT PERFORMANCE SECURITY**

Contract performance security in the form of a Performance Bond (Bond No. 22490133, expiring two (2) years from date of final payment under this Contract) in the amount of \$250,000.00 has been received by DEPARTMENT. All Contract performance security, except bonds, will be returned to CONTRACTOR after successful completion of the Contract. This security instrument provided by CONTRACTOR must remain in effect during the entire Contract period.

## **17. CONTRACT TERMINATION**

### **A. Termination For Default Or Noncompliance**

If DEPARTMENT determines that CONTRACTOR has breached any terms or conditions of the Contract, DEPARTMENT shall provide written notice of the breach to CONTRACTOR. Upon receipt of such notice, CONTRACTOR shall have 60 days to cure the default or be declared in default by DEPARTMENT. In the event DEPARTMENT declares CONTRACTOR in default, DEPARTMENT shall provide written notification of DEPARTMENT'S intent to terminate the Contract. DEPARTMENT shall have the right to terminate the Contract on any future date not less than 10 days following written notification of DEPARTMENT'S intent to terminate. DEPARTMENT and CONTRACTOR may agree in writing to extend the time period for CONTRACTOR to cure any alleged breach.

Notwithstanding the foregoing, DEPARTMENT may terminate this Contract immediately and without notice to CONTRACTOR if DEPARTMENT determines that CONTRACTOR'S breach will result in an imminent threat of injury to life or property.

The following types of performance breach by CONTRACTOR for which DEPARTMENT may terminate the Contract include, but are not limited to:

1. Failure to comply with any federal, state or local law;
2. Managing the inmate population in such a manner as to jeopardize the public's, inmate's, or employees' safety, and place DEPARTMENT, State and public at legal risk; or
3. Failure to perform the Contract according to its terms, conditions and specifications.

CONTRACTOR and/or its surety shall be jointly and severally liable to the State of Montana and DEPARTMENT for all loss, cost or damage sustained by the State of Montana and DEPARTMENT as a result of CONTRACTOR'S default.

### **B. Termination For Contractor Insolvency**

In the event of filing a petition for bankruptcy by or against CONTRACTOR, DEPARTMENT shall have the right to terminate the Contract upon the same terms and conditions as termination for default. Additionally, DEPARTMENT may terminate under the same terms and conditions as termination for default in the following circumstances:

1. CONTRACTOR applies for or consents to the appointment of a receiver, trustee or liquidator of itself or of all or a substantial part of its assets;



2. CONTRACTOR files a voluntary petition in bankruptcy;
3. CONTRACTOR admits in writing its inability to pay its debts as they become due;
4. CONTRACTOR makes a general assignment for the benefit of creditors;
5. CONTRACTOR files a petition or an answer seeking reorganization or rearrangement with creditors or, as a debtor, invokes or takes advantage of any insolvency law; or
6. A court of competent jurisdiction enters an order, judgment or decree, on the application of a creditor, adjudicating CONTRACTOR as bankrupt or insolvent or approving a petition seeking reorganization of CONTRACTOR or a substantial part of its assets, and such order, judgment or decree continues unstayed for thirty (30) days.

If any of these circumstances occur, DEPARTMENT shall provide CONTRACTOR with written notice of the termination and provide a date when such termination will take effect.

**C. Termination For Unavailability Of Funds**

It is understood and agreed that this Contract is dependent upon appropriation of funds for this Contract by the Montana Legislature. Further, the parties recognize that the act of appropriation is a legislative act. DEPARTMENT agrees to take such action as is necessary under the laws applicable to the State to timely and properly budget for and request the appropriation of funds from the Legislature of the State of Montana which will permit DEPARTMENT to make all payments required under this Contract. DEPARTMENT may terminate this Contract, without penalty, in the event funds for the Contract become unavailable for any reason, as determined by DEPARTMENT. \* *Exception: As provided in Section 5 (C) of this Contract.*

**D. Termination Due To Destruction Or Condemnation**

If the facility is totally or extensively damaged by fire or other casualty so as to prevent or substantially limit CONTRACTOR'S operations, or is condemned for public use by a legally constituted public authority, either party may terminate the Contract with written notice provided to the other party within thirty (30) days of the casualty or condemnation. The effective date of such termination shall be the date of the occurrence of the casualty or the effective date of the condemnation.

**E. Procedure Upon Termination**

Upon delivery to CONTRACTOR of a Notice of Termination specifying the nature of the termination, the extent to which performance of work under the Contract is terminated, and the date on which such termination becomes effective, CONTRACTOR shall:

1. Stop work under the Contract on the date and to the extent specified in the Notice of Termination;
2. Place no further orders for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the Contract that is not terminated;

3. Terminate all orders to the extent that they relate to the performance of work terminated by the Notice of Termination, except as may be necessary to avoid the occurrence of penalty assessments and the continuation of which DEPARTMENT has approved;
4. Assign to DEPARTMENT, or a subsequent contractor as the case may be, in the manner and to the extent directed by DEPARTMENT, all of CONTRACTOR'S right and interest under the orders so terminated, in which case DEPARTMENT or a subsequent contractor shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders;
5. With DEPARTMENT approval or ratification, settle all outstanding liabilities and all claims arising out of such termination of orders, the cost of which would be reimbursable in whole or in part, in accordance with the provision of the Contract;
6. Deliver files, processing systems, data manuals, and/or documentation, in any form, to DEPARTMENT at the time and in the manner requested by DEPARTMENT; and
7. Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination.

CONTRACTOR shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item of reimbursable price under this provision.

## **18. CHOICE OF LAW AND VENUE**

This Contract is governed by the laws of Montana. The parties agree that any mediation, arbitration or litigation concerning this Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana.

## **19. FREEDOM FROM DISCRIMINATION**

All parties of this Contract agree that all hiring must be done on the basis of merit and qualifications. There may be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the person or persons performing the Contract.

## **20. LICENSURE**

CONTRACTOR agrees to provide copies of current licenses and certifications that register CONTRACTOR and any associates covered under this Contract.

## **21. ARBITRATION**

Any Claim arising out of, or related to, this Contract shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Judgment on the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof.

## **22. INTEGRATION**

This Contract contains the entire agreement between the parties and no statement, promises, or inducements made by either party or agents thereof, which are not contained in the written Contract, shall be binding or valid. This Contract shall not be enlarged, modified, or altered except upon written agreement signed by all parties to the agreement.

**23. SEVERABILITY**

If any single part, or parts, of this Contract are determined void, the remaining parts remain valid and operative.

**24. RIGHT OF ENTRY**

- A. DEPARTMENT will have two (2) office spaces on-site at all times. However, in the event that additional staff is required to enter the facility, such entry will be provided after reasonable notice.
- B. DEPARTMENT shall have the right to assume emergency control of the Facility if there exist substantial violations which affect the life, health, or safety of the offenders, Facility employees, or the public or that otherwise substantially impact the security of the Facility. If DEPARTMENT assumes control of the Facility, DEPARTMENT shall suspend payments to CONTRACTOR.

**25. PREVAILING WAGE AND PREFERENCES**

- A. State law (Section 18-2-401, et. seq., MCA) requires that all public works contracts in which the total cost of the contract is in excess of \$25,000 give a preference to the employment of bona fide Montana residents and must apply the prevailing rate of wages including fringe benefits for health and welfare and pension contributions, and travel allowance provisions in effect and applicable to the county or locality in which the work is being performed.
- B. Section 18-2-406, MCA, provides that contractors, subcontractors, and employers who are performing services under public works contracts as provided in this part shall post in a prominent and accessible site on the project or work area, not later than the first day of work, a legible statement of all wages to be paid to the employees on such site or work area.
- C. The standard prevailing rate of wages is determined by the Montana Commissioner of Labor in accordance with Sections 18-2-401 and 18-2-402, MCA. Travel allowance, if applicable, may or may not be all inclusive of "travel" and/or subsistence and travel time due employees. It is incumbent on the employer to determine the amount due for each applicable construction service and nonconstruction service employed. (Ref. Appendix A, Prevailing Wages)
- D. Pursuant to Section 18-2-404, MCA, DEPARTMENT will withhold the first \$1,000.00 of the Contract price until termination thereof.

**26. FACILITY ACCESS**

With reasonable notice, employees of DEPARTMENT, the Legislative Auditors Office, the Governors Office, the Board of Pardons and Parole, and members of the Legislature shall have complete access to all areas of the Facility to allow for observation of the Program or to conduct periodic program reviews and/or Contract audits.

Access shall include, but not be limited to; program and financial records, CONTRACTORS staff, and offenders housed in the Facility. All such persons desiring access to the Facility shall be subject to Contractor's routine security inspection. Contractor shall be given reasonable advance notice to accommodate organized tours of the Facility.

**27. PROGRAM ADMINISTRATION**

Subject to the terms of this Contract, it shall be Contractor's responsibility to ensure that its WATCH program Administrator has in place a method to facilitate communication, establish policy, explore problems, ensure conformity to legal and fiscal requirements and implement programs that from time to time DEPARTMENT may request incorporated into Contractor's operation.

**28. FORCE MAJEURE**

Neither party shall be deemed to be in default for any delay or failure to perform under this Contract if such delay or failure to perform results from an act of God, civil or military authority, or other occurrence beyond that party's control, provided however, that CONTRACTOR'S security obligations under this Contract do not end in the event of an inmate disturbance, riot or other incident. A Force Majeure incident may not be caused by or under the control of the party asserting it and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

**29. CONFIDENTIALITY OF RECORDS**

Unless otherwise provided, and where appropriate:

- A. In the event CONTRACTOR shall obtain access to any records or files of DEPARTMENT in connection with this Contract, or in connection with the performance of its obligations under this Contract, CONTRACTOR shall keep such records and information confidential and shall comply with all laws and regulations concerning the confidentiality of such records to the same extent as such laws and regulations apply to DEPARTMENT.
- B. Contractor shall specifically keep confidential all records and files of DEPARTMENT offenders; Contractor shall obtain prior written approval from DEPARTMENT before releasing or disclosing the contents of any such records or files. Contractor further acknowledges that this requirement is in addition to and not in lieu of any other laws respecting confidentiality of inmate and criminal justice files and records.
- C. Contractor agrees to notify and advise in writing, all employees, agents, consultants, licensees, or subcontractors of the said requirements of confidentiality and of possible penalties and fines imposed by violation thereof, and secure from each an acknowledgment of such advisement and Agreement to be bound by the terms of this Contract as an employee, agent, consultant, licensee or subcontractor of CONTRACTOR, as the case may be.
- D. Any breach of confidentiality by CONTRACTOR or third party agents of CONTRACTOR shall constitute good cause for DEPARTMENT to cancel this Contract, without liability. Any records and files delivered to CONTRACTOR shall be returned to DEPARTMENT.
- E. Any DEPARTMENT waiver of an alleged breach of confidentiality by CONTRACTOR or third party agents of CONTRACTOR is not to imply a waiver of any subsequent breach.

**30. COMPLETED CONTRACT**

DEPARTMENT cannot disburse any payments under this Contract until a fully executed original Contract is returned to the Department of Corrections, Legal Services Bureau, PO Box 201301, 1539 11<sup>th</sup> Avenue, Helena, MT 59620-1301.

**SIGNATURES**

**DEPARTMENT**

\_\_\_\_\_  
Bill Slaughter, Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mike Ferriter, Administrator  
Adult Community Corrections Division

\_\_\_\_\_  
Date

**CONTRACTOR**

\_\_\_\_\_  
Mike Thatcher, Chief Executive Officer  
Community, Counseling, and Correctional Services Inc.

\_\_\_\_\_  
Date

Approved for Legal Content by:

\_\_\_\_\_  
Legal Counsel  
Department of Corrections

\_\_\_\_\_  
Date

## APPENDIX A

### MONTANA PREVAILING WAGE RATES Nonconstruction Services Occupations

Rates Effective August 13, 1999

**# NOTE: Prevailing wage rates for nurse assistant in District 3 have been amended and are effective September 21, 1999.**

#### *District 3*

#### District 3

Occupation	Prevailing Wage Rate	Health/ Welfare	Pension	*Vacation	Training
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#### Maintenance of publicly owned buildings and facilities:

Basin operator	\$11.22 <u>S</u>	\$1.24 <u>S</u>	\$0.20 <u>S</u>	\$0.65 <u>S</u>	\$0.00
Boiler operator	\$8.25 <u>U</u>	\$1.41 <u>U</u>	\$0.55 <u>U</u>	\$0.10 <u>U</u>	\$0.00
Building inspector	\$13.52 <u>C</u>	\$1.89 <u>C</u>	\$0.92 <u>C</u>	\$0.76 <u>C</u>	\$0.00
Cleaner/janitor	\$5.93 <u>U</u>	\$1.58 <u>U</u>	\$0.14 <u>U</u>	\$0.34 <u>U</u>	\$0.00
Ditch rider	11.31 <u>C</u>	\$1.17 <u>C</u>	\$0.77 <u>C</u>	\$0.84 <u>C</u>	\$0.00
Elevator repairer	\$21.37 <u>U</u>	\$3.93 <u>U</u>	\$2.36 <u>U</u>	\$1.28 <u>U</u>	\$0.12 <u>U</u>
Highway maintenance worker	\$9.40 <u>U</u>	\$1.18 <u>U</u>	\$0.70 <u>U</u>	\$0.00 <u>U</u>	\$0.00
Janitor-building maintenance	\$7.46 <u>U</u>	\$1.41 <u>U</u>	\$0.35 <u>U</u>	\$0.06 <u>U</u>	\$0.00
Janitorial services supervisor	\$11.78	\$1.51	\$0.73	\$0.66	\$0.00
Radio engineer technician	\$10.06 <u>C</u>	\$1.05 <u>S</u>	\$0.57 <u>C</u>	\$0.58 <u>C</u>	\$0.00
Street sweeper operator	\$13.60 <u>C</u>	\$1.84 <u>C</u>	\$0.95 <u>C</u>	\$0.79 <u>C</u>	\$0.00

#### Grounds maintenance for publicly owned property:

Cemetery worker	\$8.80	\$3.68	\$0.66 <u>S</u>	\$0.52	\$0.00
Garbage collector	\$12.19	\$2.16	\$0.41	\$0.75	\$0.00
Groundskeeper	\$10.54	\$1.77	\$1.81 <u>U</u>	\$0.73	\$0.00
Snow shoveler	\$11.74 <u>C</u>	\$2.05 <u>C</u>	\$0.92 <u>C</u>	\$0.80 <u>C</u>	\$0.00
Weed sprayer	\$7.85 <u>C</u>	\$0.00	\$0.52 <u>C</u>	\$0.00	\$0.00

#### Operation of public drinking water supply, waste collection, and waste disposal systems:

Meter reader	\$12.41 <u>C</u>	\$1.86 <u>C</u>	\$0.81 <u>C</u>	\$0.68 <u>C</u>	\$0.00
Pump station operator	\$15.69 <u>U</u>	\$1.88 <u>U</u>	\$1.53 <u>U</u>	\$0.91 <u>U</u>	\$0.00
Sanitary landfill operator	\$14.74	\$1.62	\$1.31	\$0.86	\$0.00
Sewage disposal worker	\$13.15 <u>C</u>	\$1.95 <u>C</u>	\$0.92 <u>C</u>	\$0.72 <u>C</u>	\$0.00
Sewer pipe cleaner/ repairer	\$13.23 <u>C</u>	\$1.96 <u>C</u>	\$0.87 <u>C</u>	\$0.84 <u>C</u>	\$0.00
Wastewater treatment plant operator	\$11.48 <u>U</u>	\$1.63 <u>U</u>	\$0.50 <u>U</u>	\$0.91 <u>U</u>	\$0.00
Wastewater treatment plant attendant	\$14.00	\$1.95	\$1.81	\$0.80	\$0.00

Water treatment plant operator	\$13.47	\$1.88 <u>U</u>	\$1.44	\$0.80 <u>U</u>	\$0.00
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**Law enforcement, including janitors and prison guards:**

Correction officer	\$8.08 <u>U</u>	\$1.27 <u>U</u>	\$0.54 <u>U</u>	\$0.47 <u>U</u>	\$0.00
Dispatcher	\$8.38	\$1.19	\$0.57	\$0.47	\$0.00
Dogcatcher	\$10.36 <u>C</u>	\$1.32 <u>C</u>	\$0.68 <u>C</u>	\$0.60 <u>C</u>	\$0.00
Jailer	\$9.94 <u>C</u>	\$1.21 <u>C</u>	\$0.77 <u>C</u>	\$0.58 <u>C</u>	\$0.00
Parking enforcement officer	\$9.69 <u>C</u>	\$2.04 <u>C</u>	\$0.66 <u>C</u>	\$0.58 <u>C</u>	\$0.00
Probation/parole officer	\$13.58 <u>C</u>	\$1.19 <u>C</u>	\$1.04 <u>C</u>	\$0.83 <u>C</u>	\$0.00
Security guard	\$6.10	\$0.00	\$0.00	\$0.13	\$0.00

**Fire protection:**

Fire marshal	\$18.65 <u>C</u>	\$1.85 <u>C</u>	\$1.46 <u>C</u>	\$1.04 <u>C</u>	\$0.00
Firefighter	\$13.78 <u>C</u>	\$1.95 <u>C</u>	\$1.32 <u>C</u>	\$0.83 <u>C</u>	\$0.00

**Public or school transportation driving:**

Bus driver	\$8.91 <u>U</u>	\$1.67 <u>U</u>	\$0.60 <u>U</u>	\$0.52 <u>U</u>	\$0.00
Van driver	\$6.74 <u>C</u>	\$1.16 <u>C</u>	\$0.00	\$0.39 <u>C</u>	\$0.00

**Nursing, nurse's aide services, and medical laboratory technician services:**

Emergency medical technician	\$8.81 <u>C</u>	\$1.31 <u>C</u>	\$0.34 <u>C</u>	\$0.77 <u>C</u>	\$0.00
Community health nurse	\$14.67 <u>C</u>	\$1.17 <u>C</u>	\$1.01 <u>C</u>	\$0.82 <u>C</u>	\$0.00
General duty nurse	\$12.94 <u>U</u>	\$0.86 <u>U</u>	\$0.30 <u>U</u>	\$0.75 <u>U</u>	\$0.00
Licensed practical nurse	\$9.95 <u>U</u>	\$1.30	\$0.20 <u>U</u>	\$0.00 <u>U</u>	\$0.00
Medical laboratory technician	\$17.61	\$1.22	\$0.59 <u>C</u>	\$1.35	\$0.00
Nurse anesthetist	\$47.54 <u>C</u>	\$1.26 <u>C</u>	\$1.90 <u>C</u>	\$6.23 <u>C</u>	\$0.00
Nurse assistant#	\$7.44 <u>U</u>	\$1.27	\$0.15 <u>U</u>	\$0.40 <u>U</u>	\$0.00
Nurse practitioner	\$23.51 <u>C</u>	\$0.00	\$0.00	\$1.37 <u>C</u>	\$0.00
Office nurse	\$12.64	\$2.90	\$1.13 <u>S</u>	\$0.66	\$0.00

**Material and mail handling:**

Mail carrier	\$13.42 <u>S</u>	\$1.28 <u>S</u>	\$0.88 <u>S</u>	\$1.07 <u>S</u>	\$0.00
Mail handler	\$7.43 <u>C</u>	\$1.38 <u>C</u>	\$0.50 <u>C</u>	\$0.39 <u>C</u>	\$0.00
Material handler	\$9.64 <u>C</u>	\$0.48 <u>C</u>	\$0.23 <u>C</u>	\$0.00	\$0.00

**Food service and cooking:**

Cook	\$7.37	\$1.35	\$0.15 <u>U</u>	\$0.44	\$0.00
Food service worker	\$5.72 <u>U</u>	\$0.00 <u>U</u>	\$0.14 <u>U</u>	\$0.00 <u>U</u>	\$0.00

**Motor vehicle and construction equipment repair and servicing:**

Automotive mechanic	\$11.80 <u>U</u>	\$0.80 <u>U</u>	\$0.79 <u>U</u>	\$0.33 <u>U</u>	\$0.00
Construction equipment mechanic	\$14.02 <u>C</u>	\$1.57 <u>C</u>	\$1.03 <u>C</u>	\$0.62 <u>C</u>	\$0.00

**Appliance and office  
machine repair and  
servicing:**

Appliance service representative	\$9.11 <u>C</u>	\$0.00	\$0.00	\$0.46 <u>S</u>	\$0.00
Electronics mechanic, computer	\$7.25	\$0.81	\$0.00	\$0.29	\$0.00
Office machine servicer	\$14.03 <u>C</u>	\$0.84 S	\$0.80 <u>C</u>	\$0.79 <u>C</u>	\$0.00

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\* Vacation amount is included in the prevailing rate and is subtracted from the hourly rate after taxes if signatory to a collective bargaining agreement. Non-signatory employers must pay the prevailing rate. Vacation should not be included in any overtime calculation. See [Prevailing Wage Requirements](#) for a complete explanation.

S- Rate listed is calculated as a statewide weighted average for this occupation. There was not enough data submitted to calculate a district rate.

C- Rate listed is calculated using contiguous district rates. There was not enough data submitted to calculate a district rate.

U- Rate listed is taken from an existing collective bargaining agreement. MCA 18-2-401 (9) (b) requires that prevailing rates cannot be higher than existing collective bargaining agreement rates.



## **APPENDIX B**

### **INTER-DEPARTMENTAL AGREEMENT FOR CO-LOCATION OF DEPARTMENT OF PUBLIC HEALTH & HUMAN SERVICES AND DEPARTMENT OF CORRECTIONS FACILITIES**

#### **RECITAL**

The Parties to this Agreement are the Department of Public Health & Human Services, herein referenced as DPHHS, and the Department of Corrections, herein referenced as Corrections.

The purpose of this Agreement is to set forth the exclusive and mutual responsibilities of DPHHS and Corrections at the state property at Warm Springs with respect to their respective programs of services and associated properties. The state property at Warm Springs encompasses a complex of historic and currently used facilities along with adjoining undeveloped lands. It is hereinafter referred to as the Warm Springs property.

Legislative action has transferred the administration of certain parcels of the Warm Springs property along with the improvements, inclusive of buildings from DPHHS to Corrections for the purpose of providing a site for the conduct of a residential correctional program. DPHHS continues to conduct a residential mental health program at the Warm Springs property known as the Montana State Hospital, herein referenced as the Hospital.

Since DPHHS and Corrections are both executive agencies of state government this Agreement does not concern or affect the legal title to the Parcels.

DPHHS administers a program of inpatient mental health services for persons with serious mental health conditions at the Montana State Hospital. The residential correctional program administered by Corrections at the Xanthopoulos Building Site is located within the former extended campus of the Montana State Hospital and immediately adjacent to the current sites of residential and other therapeutic mental health services provided at the Montana State Hospital.

The provisions of this Agreement are to ensure the integrity, inclusive of financial, operational, safety and privacy considerations, of the programs of services administered respectively on the adjacent properties by DPHHS and Corrections.

The parcels of State property transferred to Corrections are known as the Xanthopoulos Building Site, referenced for purposes of this Agreement as Parcel A, and the Old Boiler Plant Site, referenced for purposes of this Agreement as Parcel B. Parcels A and B are legally described as follows (see Exhibit A, Affidavit Map):

#### **LEGAL DESCRIPTION OF PARCEL A (Xanthopoulos Building Site)**

**A TRACT OF LAND LOCATED IN THE SE 1/4, SECTION 13 AND NE 1/4 SECTION 24, T.5N., R. 10W., P.M., M., DEER LODGE COUNTY, MONTANA, WARM SPRINGS, MONTANA; DESCRIBED AS FOLLOWS;**

**COMMENCING AT THE S 1/4 CORNER OF SAID SECTION 13; THENCE S.85°45'28"E., 243.69 FT., TO THE TRUE POINT OF BEGINNING OF PARCEL A; THENCE N.16°24'28"W., 443.15 FT.; THENCE N.69°36'30"E., 225.52 FT.; THENCE N.14°24'16"E., 149.25 FT.; THENCE N.80°50'20"E., 233.76 FT.; THENCE S.20°44'50" E., 515.56 FT.; THENCE S.69°15'10"W., 573.98 FT.; TO THE POINT**

**OF BEGINNING, CONTAINING 6.277 ACRES (273,433 SF) OF LAND. ALL ACCORDING TO THIS AFFIDAVIT/CERTIFICATE OF SURVEYOR.**

**SUBJECT TO ANY EASEMENTS OF RECORD**

**LEGAL DESCRIPTION OF PARCEL B (Old Boiler Plant Site)**

**A TRACT OF LAND LOCATED IN THE SE 1/4, SECTION 13, T.5N., R.10W., P.M., M., DEER LODGE COUNTY, MONTANA, WARM SPRINGS, MONTANA; DESCRIBED AS FOLLOWS:**

**COMMENCING AT THE E 1/4 CORNER OF SAID SECTION 13; THENCE S.40°17'27"W., 2625.25 FT., TO THE TRUE POINT OF BEGINNING OF PARCEL B; THENCE S.21°38'29"E., 110.18 FT.; THENCE S.68°10'56"W., 140.89 FT.; THENCE N.21°38'29"W., 125.07 FT.; THENCE N.69°43'18"E., 48.98 FT.; THENCE N. 76°34'59"E., 92.88 FT.; TO THE POINT OF BEGINNING, CONTAINING 0.387 ACRES (16,843 SF) OF LAND.**

**SUBJECT TO ANY EASEMENTS OF RECORD**

Parcels A and B are collectively referred to as the "Property".

**TERMS OF AGREEMENT**

The DPHHS and Corrections agree as follows:

**I. ASSIGNMENT OF MANAGEMENT**

Corrections may contract with an entity for the management of the residential correctional program along with the property and improvements thereon related to that program.

Any contract and related agreements entered into by Corrections for the management of the residential correctional program, inclusive of the operation of the facilities located upon the property that is for the purposes provided for by this Agreement, are not subject to the prior approval of DPHHS.

**II. TRANSFER, EASEMENTS, AND DEDICATIONS**

Corrections, prior to the transfer, sale or lease of any or all portions of the Property, must inform DPHHS of the proposed property transaction along with any proposed easements or dedications. DPHHS must expressly approve by written agreement with Corrections any proposed property transaction, inclusive of any proposed easements and dedications, before Corrections may effectuate the transaction.

DPHHS may subject its approval to the entry of collateral agreements between itself, Corrections and the recipient of a property interest in the Property. Collateral agreements include but are not necessarily limited to those addressing rights of way and easements, access route, maintenance costs, utility costs, operation of the Old Boiler Plant, fire department costs, security, and visitors.

**III. ACCESS AND SIGNAGE**

Corrections staff, inclusive of its agents, and invitees, whether business related or visitors, are to use the route shown in Exhibit B for access for all purposes to the Property except as otherwise expressly agreed to by the Chief Executive Officer for the Hospital.

Corrections or its management entity must provide and maintain signage for the route to its Property. DPHHS and Corrections are to jointly design signage so as to maintain consistent sign appearance. Corrections or its management entity must manage visitation with the inmates housed on the Property by providing information to visitors concerning the location of and access route to the facilities located upon the Property, the campus speed limits, etc. DPHHS will not provide any services for visitors to inmates. Corrections must assure that its management entity assigns staff to manage any use of or access to the Property by the members of the public, inclusive of those persons who are visiting inmates, and to actively intervene with any those persons who may be disrupting the Hospital operation or threatening Hospital residents, staff, agents or visitors.

#### **IV. MAINTENANCE AND REPAIR**

The routine maintenance and minor repair of the buildings and other improvements located on the Property are to be undertaken by maintenance staff employed by DPHHS unless occurring at times or in circumstances where that is not feasible. The DPHHS maintenance staff unit is to be used flexibly as need requires. The overtime costs incurred by DPHHS for routine maintenance and minor repair activities relating to the buildings and other improvements located on the Property are to be funded by Corrections. Corrections shall be notified and approve any work which would require overtime prior to the work being performed.

Corrections and its management entity are responsible for major repairs to the Property and for repairs and routine maintenance requiring attention to which the DPHHS maintenance staff are not assigned or are not available.

DPHHS and Corrections share responsibility for the payment of the costs incurred for maintenance and minor repair of the roads used to access the Property as shown in Exhibit B. The respective amounts to be paid by each is to be 50% of the amount remaining to be paid after the receipt of any payments for those costs assessed to and paid by other entities leasing or otherwise using any portion of the Warm Springs Property.

It is the joint responsibility of DPHHS and Corrections to determine the need for and method of maintenance and repair for those roads shown in Exhibit B.

#### **V. UTILITIES**

Corrections is responsible for the cost of electricity, natural gas, and water provided to be used in relation to the Property and the improvements located upon the Property. Corrections, based upon utility meter records, must reimburse DPHHS for each of these utility services at a rate proportional to the percentage of total campus utility usage over the most recent 12-month period. During the first year of co-location the costs will be prorated according to proportional usage since July 1, 2001. Corrections must reimburse DPHHS for sewer service related costs based upon the proportion of actively used building square footage on the Warm Springs property possessed by Corrections.

Corrections shall pay the costs related to the installation, operation, maintenance, and repair of utility service, inclusive of electricity, gas, water, the sewer lines and sewage treatment facilities, serving the Warm Springs property based upon the proportion of actively used building square footage on the Warm Springs property possessed by Corrections.

Corrections is responsible for the provision of heat to the Detention Facility administered by Butte-Silver Bow and located at the Warm Springs property. This includes costs for natural gas and costs associated with operation of the Old Boiler Plant located on Parcel B. Corrections and DPHHS shall review the contract with Butte-Silver Bow County (BSBC) to insure that BSBC pays for its proportional share of the heat plant. Corrections shall be allowed to deduct a portion of the costs of operating the Old Boiler Plant based upon a reduced rate for the costs of providing heat to the old food service facility until the facility is disconnected or no longer requires heat. DPHHS is responsible for assuring the provision of electricity, water, and sewage service to the detention facility. DPHHS and Corrections are not responsible for the payment of the utility charges and other utility costs such as maintenance and repair costs incurred by Butte-Silver Bow.

If Corrections chooses to obtain electricity for emergency purposes from the emergency generator at the State Hospital, it is responsible for making the arrangements for the necessary assessment of the potential for connection and for the necessary electrical work and must pay the costs of those.

## **VI. OPERATION OF BOILER PLANT**

Corrections is responsible for payment of all maintenance, repair and replacement costs associated with the operation of the Old Boiler Plant located on Parcel B.

## **VII. FIRE DEPARTMENT**

Montana State Hospital maintains a fire department to provide protection to life and property on the Warm Springs property. Corrections must reimburse DPHHS 20% of the costs associated with the routine operation and maintenance of the fire department. Costs will be documented by DPHHS.

DPHHS and Corrections will negotiate to determine the proportion of costs for major improvements to the capabilities of the fire department that would have to be assessed upon Corrections.

## **VIII. FUNDING FOR STAFF**

Corrections is to provide funding to DPHHS for 4.0 full time equivalents (FTE) staff to be employed by DPHHS for maintenance and boiler purposes. Those staff are to be part of a maintenance staff unit dedicated to the facilities of both departments located at the Warm Springs development.

The funding for staffing purposes is to be accomplished by budget amendment placing the funding into the budget for the State Hospital.

## **IX. BILLINGS FOR COSTS**

DPHHS is to bill Corrections on a monthly basis for those costs of utilities, supplies/materials, et al., that are incurred by the operational activities of Corrections. DPHHS is to provide Corrections with an accounting of the specific costs incurred at the time of billing.

## **X. WATER RIGHTS**

There are no water rights associated with the Property.

## **XI. SECURITY AND INMATE MANAGEMENT**

No inmate may be released by Corrections from its custody on or near the Hospital campus or Warm Springs. Corrections shall provide for the release of inmates at appropriate locations away from the Warm Springs development. Corrections is responsible for the transportation of inmates who are to be released.

Corrections must maintain appropriate security fencing around the Xanthopoulos Building. Corrections shall keep inmates within the Xanthopoulos Building or attached exercise yards unless the Departments mutually agree to their presence for specific reasons elsewhere in the Warm Springs development. Corrections must provide adequate security whenever inmates use the exercise yards. This includes ensuring the integrity of the fences prior to letting inmates outside, checking for contraband and providing adequate supervision and perimeter security. No inmate is to be in the exercise yards without direct supervision.

Corrections must develop plans for security, fire, disaster, emergency and escape response plans. These will be coordinated and annually updated with DPHHS.

DPHHS must maintain security staff who are responsible for providing security for Hospital patients, staff, visitors, and property.

Corrections is responsible for providing its own security measures and must reimburse DPHHS for any security costs incurred by DPHHS that are directly attributable to the operation of the Corrections facilities.

## **XII. DEPARTMENTAL COOPERATION**

Due to the special character of the programs that DPHHS and Corrections administer in proximity at the Warm Springs site, it is agreed that there must be full cooperation between the departments in relation to the operation of the facilities including consideration of the interests of patients, inmates and staff of the facilities.

## **XIII. LIAISON**

Corrections must direct the managing entity for the residential correctional program to specify a member of its management personnel who is to be a liaison with DPHHS.

The following persons are the respective liaisons for the Departments in all matters pertaining to the responsibilities set forth in this Agreement.

Ed Amberg, the Chief Executive Officer at the Montana State Hospital, is the liaison for DPHHS. He may be contacted at 406.693.7010. Norma Jean Boles is the liaison for Corrections. She may be contacted at 406.444.4931.

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Date

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Director, Department of Public Health & Human Services

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Director, Department of Corrections

## APPENDIX C

### EVALUATION COMPONENT

The evaluation model will encompass three areas: Structure, Process, and Outcome. Each area is separately addressed and the corresponding monitoring tools identified.

#### **STRUCTURE**

Structure will involve the review of the following five (5) functional domains:

- **Leadership and Program Implementation**  
Determine compliance in implementation by comparing the intent of the RFP with all program activities.  
Interview the Administrator and treatment supervisor and determine ownership in the model.
- **Assessment and Classification**  
Review Screening process.  
Ensure the implementation of an effective risk assessment tool i.e. the LSI-R.  
Conduct file reviews to ascertain the comprehensive assessment process.
- **Characteristics of the Program (Program Design)**  
Review essential elements of a modified therapeutic community.  
Utilize the “Summary of Critical Items for Curriculum Review” checklist.
- **Qualification and Practices of Staff**  
Review Personnel files to determine qualification.  
Observe groups with staff specific attention and complete the appropriate documents.
- **Evaluation and Quality Control**  
Review results of Performance Indicators, which demonstrate progress toward goals and objectives.

#### **PROCESS**

- **Intensity of Services and Method of Service Delivery**  
On-site monitoring of the treatment process by the Facility Contract Monitor or designee.  
Conduct file reviews.
- **Implementation of Behavior Strategies by Qualified Staff**  
Observe groups and ensure staff is trained in implementing specific behavioral strategies.  
Targeting of Criminogenic needs.  
Review curriculum using the “Summary of Critical Items for Curriculum Review” check list.
- **Responsiveness**  
Assess the relationship between staff, offenders, and program.  
Observe the social dynamics in relation to social demographic groups.
- **Disruption of Criminal Networks**  
Observation in the treatment process reveals an evolving change toward this disruption.

- **Victim Awareness**  
Observe the application of the victim awareness principles in group activities. Was the offender engaged?
- **Relapse Prevention**  
Review the curriculum.  
Review the comprehensiveness of the aftercare plans.
- **Level of Advocacy and Brokerage**  
Determine the level of advocacy existent in staff and offenders.

## **OUTCOME**

- **Phase Progression**
- **Program Completion**
- **Verification of positive offenders changes in knowledge, skills and abilities using the risk assessment tool at intake, discharge, and one year following discharge.**
- **Follow-up contact with local Probation and Parole Officers and chemical dependency treatment providers to determine the following:**  
Degree of Compliance with the Aftercare/Discharge Plan  
Continuity of Care  
Sobriety or use information  
Life Style Changes  
AA attendance  
Reduction in drinking and driving behavior.
- **Recidivism**  
Utilizing the MDOC Information systems, determine the rate of recidivism by collecting data on multiple indicators as follows:
  - Technical violations and ascertain reason for the violation
  - Arrests – drug/alcohol related
  - Convictions – drug/alcohol related
  - Incarceration rate
  - Type and severity of Offenses

**CONTRACT AMENDMENT**  
**CONTRACT # ACCD-02-001-0-MTC**

THIS CONTRACT AMENDMENT (**Amendment #1**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 1539 11th Ave., Helena, Montana 59620-1301 and **Community, Counseling, and Correctional Services, Inc.** (CONTRACTOR) and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of February 1, 2002 and Section 22 provides that the parties may modify their agreement in writing.

NOW THEREFORE, the parties agree to amend the Contract as follows (**new language underlined, old language interlined**):

**3. BILLING/PAYMENT/COMPENSATION**

DEPARTMENT shall compensate CONTRACTOR for successful delivery of the services provided pursuant to Section 2 in the following manner:

**C. Compensation**

For the contract period beginning July 1, 2003 and ending June 30, 2005, DEPARTMENT will pay CONTRACTOR a per diem rate of fifty-one dollars and 45/100 (~~\$50.46~~ \$51.45) per offender, per day.

- 3) The per diem rate constitutes the sole and exclusive payment by DEPARTMENT for the provision of all services required herein and shall remain in effect until changed by mutual agreement of both parties, except as otherwise specifically provided in this Contract.
- 4) DEPARTMENT will guarantee payment for a minimum of seventy (70) offenders per day, per month, regardless of the actual number of offenders in the facility.

This constitutes the Amendment to the Contract. All other provisions contained in the original Contract, as amended, shall remain unchanged.

**DEPARTMENT**

**CONTRACTOR**

\_\_\_\_\_  
Mike Ferriter, Administrator  
Adult Community Corrections Division  
Inc.

\_\_\_\_\_  
Mike Thatcher, Executive Director  
Community, Counseling, and Correctional Services,

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



Reviewed for Legal Content by:

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Legal Counsel  
Department of Corrections

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Date



# CONTRACT AMENDMENT

## CONTRACT # ACCD-02-001-0-MTC

THIS CONTRACT AMENDMENT (**Amendment #2**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 1539 11th Ave., Helena, Montana 59620-1301 and **Community, Counseling, and Correctional Services, Inc.** (CONTRACTOR) 81 West Park Street, Butte MT 59701 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of February 1, 2002 and Section 22 provides that the parties may modify their agreement in writing.

NOW THEREFORE, the parties agree to amend the Contract as follows (**new language underlined, old language interlined**):

### 2. DUTIES/RESPONSIBILITIES OF CONTRACTOR

CONTRACTOR shall provide the appropriate services and management necessary for the operation and management of two (2) ~~a 140-100 bed,~~ Modified Therapeutic Communities for male and female adult offenders participating in the Warm Springs Addictions Treatment & Change (WATCH) Program. One (1) program will be located in the Xanthopolous Building in Warm Springs, MT and one (1) program will be located in the former Eastmont buildings in Glendive, MT. Any reference to "facility", as used herein, refers to the appropriate facility or both facilities, as applicable. The Warm Springs program will serve up to 100 offenders and the Glendive program will serve up to 40 offenders. CONTRACTOR has already established and accepted offenders into the Warm Springs program and shall begin accepting offenders into the Glendive program on February 1, ~~2002~~ 2005. Offenders will be delivered to the Facility by DEPARTMENT staff or their designee in accordance with the RFP. In the event CONTRACTOR is requested by DEPARTMENT to provide transportation of offenders sentenced to the Program, DEPARTMENT and CONTRACTOR will agree upon a financial reimbursement prior to transportation.

CONTRACTOR agrees to provide all staff, services, and management necessary to implement a Modified Therapeutic Community. The Program shall provide individual and group treatment utilizing the community model for a six-month duration, including aftercare linkages for offenders that successfully complete the Program. All services shall be provided in accordance with CONTRACTOR'S response to the RFP, as amended/clarified and in accordance with Administrative Rules of Montana (ARM) 20.7.801 through 20.7.816, included as Attachment C.

#### 2.1 **Programming**

No changes.

#### 2.2 **Program Screening and ~~Intake~~ Admission to Program**

All screening committee representatives, or designated alternates, must be present in order to conduct the screening. If one or more representative(s) is absent, the screening committee may allow the representative(s) to review the materials and render a vote outside the screening committee process. Offender file material will be made available to the committee for review during the screening process.

#### Warm Springs

A Program Screening Committee (Committee) will determine offender acceptance into the Program. The Committee will consist of two (2) representatives of CONTRACTOR, two (2)

DEPARTMENT representatives, one (1) Anaconda/Deer Lodge County law enforcement representative, and one (1) Montana State Hospital representative. Generally, all offenders convicted of a fourth or subsequent DUI will be accepted. However, several exclusions may apply, such as: multiple convictions requiring a higher supervision level, medical conditions impacting the offender's ability to participate, cognitive impairments, etc. Based on assessment results, the admission screening committee may refer an offender with medical or psychiatric problems back to a State prison for stabilization prior to acceptance. This screening process is the only means of admission into the Program. DEPARTMENT retains the sole authority to select those offenders eligible for participation in the Modified Therapeutic Community.

### **Glendive**

In accordance with ARM 20.7.807, a local screening committee shall determine which eligible offenders it will admit to the Glendive program.

The screening committee shall include: a) a department employee appointed by DEPARTMENT; b) the program administrator or designee appointed by CONTRACTOR; c) a law enforcement officer appointed by both the Dawson county sheriff and the Glendive city police department; d) a member of the public who resides in the city of Glendive appointed by the Glendive city council; and e) a member of the public who resides within the Hillcrest or Georgetown subdivisions appointed by the Glendive city council.

The screening committee may only deny admission to an eligible offender who, in the committee's opinion, is inappropriate for the program, based on a conviction or criminal history that poses an undue risk to a community-based program. The committee shall state the reasons for the denial in writing.

### **Sections 2.3 through 2.9**

No changes.

### **2.10 Inmate Workers**

CONTRACTOR may utilize Inmate Workers at the Warm Springs facility only to assist with Food Services. The Screening Committee will select Offenders appropriate for these positions. Inmate workers will be housed within the facility, at no per diem charge to DEPARTMENT.

### **Sections 2.11 and 2.12**

No changes.

### **2.13 Transportation**

DEPARTMENT is responsible for the initial transportation of offenders to the WATCH Program, transportation of offenders to another correctional facility, and transportation of offenders for court appearances. CONTRACTOR shall be responsible for all other transportation, including security of the offender during said transport. CONTRACTOR is also responsible for transportation of visitors from the local, designated visitor meeting location to the respective Warm Springs/Glendive facility and return of said visitors back to the visitor meeting location.

### **Sections 2.14 and 2.15**

No changes.

## **2.16 Facility Conditions**

### **2.16.1 Maintenance—Major**

DEPARTMENT shall be responsible for major repair, replacement, and maintenance of all buildings ~~the~~ at each facility (Xanthopoulos building and Eastmont buildings). “Major” shall be reasonably defined as repairs that would not normally be performed by a general maintenance position and requires professionally licensed personnel to repair, replace, and/or install materials necessary to make the repair (i.e., boiler replacement, fire/security alarm panel repair, etc.).

### **2.16.2 Maintenance—Minor**

CONTRACTOR shall be responsible for minor repair, replacement, and maintenance of all buildings at each ~~the~~ facility (Xanthopoulos building and Eastmont buildings). “Minor” shall be reasonably defined as repairs that would normally be performed by a general maintenance position and **does not require** professionally licensed personnel to repair, replace, and/or install materials necessary to make the repair (i.e., plugged drains, switch/outlet repairs, door repairs, etc.).

### **2.16.3 Environment**

#### **Warm Springs**

CONTRACTOR shall be responsible for grounds keeping, housekeeping, and janitorial services at the facility.

#### **Glendive**

CONTRACTOR shall be responsible for **all** grounds keeping of **all** property at the Glendive facility. Further, CONTRACTOR shall only be responsible for housekeeping and janitorial services in buildings 1, 2, & Shop at the facility. Grounds keeping shall include lawn mowing and trimming, snow removal, application of ice melt, and sidewalk maintenance (i.e., removal of sand, gravel, snow, ice, etc.).

### **2.16.4 Furniture/Furnishings/Equipment**

CONTRACTOR shall provide sufficient staff and offender furniture, furnishings, and equipment at the facility and shall maintain all equipment in good repair and clean condition. DEPARTMENT shall provide the initial bed frames and mattresses for 140 offenders at the Warm Springs facility and shall provide eighteen (18) beds and other miscellaneous furniture and kitchen supplies/equipment at the Glendive facility.

### **2.16.5 Department Office Space**

CONTRACTOR shall ensure that adequate space is available for two (2) DEPARTMENT staff at the Warm Springs facility and for one (1) DOC staff, one (1) Dawson County Sheriff’s Office staff, and one (1) Glendive Police department staff at the Glendive facility. DEPARTMENT shall provide all office and telecommunications equipment for these staff and shall provide for the maintenance and cleaning of the offices. DEPARTMENT shall be responsible for telecommunication costs (telephone, fax, local and long distance) associated with these offices. CONTRACTOR shall be responsible for all utility costs associated with the space provided.

## **2.16.6 Facility Condition Inventory**

CONTRACTOR shall complete an annual Facility Condition Inventory (FCI) of the facility and submit said form to the Department's Program Monitor.

## **2.16.8 Facility Location/Inter-Departmental Agreement**

CONTRACTOR acknowledges that the Warm Springs Facility is located on property owned by another State agency (Department of Public Health and Human Services DPHHS) and agrees to abide by all terms and conditions of the agreement, as applicable to CONTRACTORS operations (Reference Appendix B – Inter-Departmental Agreement). CONTRACTOR further acknowledges that the Glendive property is owned by the Montana Department of Corrections and agrees to care for all facility properties in a professional manner and will not make major improvements to the facilities without prior written authorization from the Adult Community Corrections Division Administrator.

## ~~**2.16.7 Safety**~~

## **2.16.8 Safety**

CONTRACTOR shall develop a comprehensive fire safety plan for the Program/Facility. This plan shall include: provision for an adequate fire protection service; a system of fire inspections and testing of equipment at least quarterly or at intervals approved by ~~Anaconda-Deer Lodge~~ applicable County; an annual inspection by the ~~Anaconda-Deer Lodge~~ local fire department; and the availability of fire protection equipment at appropriate locations throughout the Facility.

## **2.16.9 Tobacco Use**

Smoking is not permitted in any building at either facility. CONTRACTOR/DEPARTMENT staff may only smoke outside the perimeter fence at either facility. Offenders are not allowed to use tobacco at any time.

## **2.17 Utilities**

### **Warm Springs**

CONTRACTOR shall be responsible for all utility costs at the Warm Springs facility, up to one hundred eighty thousand dollars (\$180,000.00) annually. DEPARTMENT shall be responsible for annual utility costs at the Warm Springs facility in excess of this amount. These utility costs shall include water, sewer, gas, and electricity. Utilities will be individually metered and/or billed at a flat rate. CONTRACTOR will be invoiced for utility costs by the appropriate and responsible party. In addition, CONTRACTOR shall be responsible for solid waste disposal and associated costs.

### **Glendive**

CONTRACTOR shall be responsible for all utility costs at the Glendive facility, except buildings 3 & 4. DEPARTMENT shall be responsible for utility costs of buildings 3 & 4 in accordance with the following formula (based upon square footage): Buildings 3 & 4 comprise 34% of the total square footage of all buildings at the Glendive facility. Therefore, DEPARTMENT shall pay CONTRACTOR 34% of the monthly utility costs. These utility costs

shall include water, sewer, gas, and electricity. Gas and electric **are not** individually metered for each building and CONTRACTOR will be billed by the appropriate authority (Montana Dakota Utilities). CONTRACTOR shall invoice DEPARTMENT on a monthly basis for utility costs of buildings 3 & 4. In addition, CONTRACTOR shall be responsible for all solid waste disposal and associated costs.

## **Sections 2.18 through 2.20**

No changes.

### **2.21 Offender Absence/Escape**

If an offender is unaccounted for and determined to be absent without leave (AWOL), CONTRACTOR shall activate its *offender Escape* policy. This policy shall be consistent with MDOC Policy 3.2.2 *Facility/Program Escapes*. Further, in the event a program participant is unaccounted for within the Glendive facility and is alleged to have escaped from the facility, program staff shall immediately: a) notify appropriate law enforcement and corrections agencies; b) activate an alarm audible to residences in the Georgetown/Hillcrest areas; and c) notify all radio and television stations broadcasting in the area in order to alert the public.

CONTRACTOR shall take reasonable precautions to prevent escapes from the Program. In the event of an escape, CONTRACTOR'S employees shall engage in immediate and appropriate actions to apprehend the escapee (offender) within the property boundaries of the ~~Montana State Hospital~~ applicable facility until law enforcement authorities have assumed control of the pursuit.

CONTRACTOR shall be responsible for costs incurred by the State or any political subdivision of the State as a result of escapes, riots, disturbances, or other natural or human caused events at the Program, including all costs associated with the pursuit and capture of an escaped offender and his/her transportation back to the secure custody in the State of Montana.

CONTRACTOR shall develop, implement, and maintain a mutual-aid agreement with Anaconda-Deer Lodge (ADL) County and Dawson County. This agreement shall address ADL/Dawson County law enforcement assistance in the event of an escape.

### **2.22 Unlawful/Suspicious Behavior**

CONTRACTOR shall report all unlawful offender behavior to the local ~~Anaconda-Deer Lodge (ADL)~~ Law Enforcement Agency and DEPARTMENT. In addition, suspicious offender behavior shall be appropriately logged and reported to DEPARTMENT Staff.

CONTRACTOR shall provide Program/Facility security as outlined in Section 5, Volume 1 of their response to the RFP.

### **2.23 Supervision/Security**

CONTRACTOR shall provide three (3) Security Advisors and a Security Advisor Supervisor during each shift at the Warm Springs facility and shall provide two (2) Security Advisors during each shift at the Glendive facility. These Security Advisors shall be posted throughout the facility. Supervisory staff shall make a general inspection of the proposed facility each day, including weekends and holidays. In addition, assigned staff shall make safety, sanitation, and security inspections of all living and activity areas during each shift. Assigned staff shall also

conduct daily inspections of areas outside the living areas, such as medical, storage rooms, and food service.

Staff will conduct daily inspections of all external equipment, locks, and structures at least once per shift and prior to offenders entering the designated area. These inspections shall be appropriately logged.

## **Sections 2.24 through 2.26**

No changes.

### **2.27 Food Services**

~~CONTRACTOR shall utilize the Montana State Prison (MSP) Food Factory to provide food services for offenders and on-duty staff at the Facility. In addition, CONTRACTOR shall provide offenders with access to a fresh salad bar during lunch and dinner and shall also provide soda, milk, coffee, tea, etc., as appropriate.~~

~~CONTRACTOR must ensure that food service facilities and equipment meet established governmental health and safety codes at all times.~~

~~Food service will be provided in accordance with the RFP. However, if DEPARTMENT requires CONTRACTOR to provide said meal services, DEPARTMENT will reimburse Contractor at the following rate: Breakfast \$2.80; Lunch \$2.90; and Dinner \$2.90. Food service operations will be guided by the following:~~

- ~~4. A written plan for the delivery of dietetic services and naming the person in charge of food operations and the duties that may be delegated to others.~~
- ~~5. Food shall be served in an appetizing and attractive manner, with realistic planned meal times in a relaxed atmosphere.~~
- ~~6. Food services shall comply with all applicable federal, state, and local laws, rules, and regulations.~~

CONTRACTOR must ensure that food service facilities and equipment meet established governmental health and safety codes at all times. Food service shall be provided in accordance with the RFP and CONTRACTOR shall provide offenders with access to a fresh salad bar during lunch and dinner and shall also provide soda, milk, coffee, tea, etc., as appropriate. Food service operations shall be guided by the following:

1. A written plan for the delivery of dietetic services and naming the person in charge of food operations and the duties that may be delegated to others.
2. Food shall be served in an appetizing and attractive manner, with realistic planned meal times in a relaxed atmosphere.
3. Food services shall comply with all applicable federal, state, and local laws, rules, and regulations.

CONTRACTOR shall utilize the Montana State Prison (MSP) Food Factory to provide food services for offenders and on-duty staff at the Warm Springs facility. However, if DEPARTMENT requires CONTRACTOR to provide said meal services, DEPARTMENT will reimburse CONTRACTOR at the following rates: Breakfast \$2.80; Lunch \$2.90; and Dinner \$2.90.

## **Sections 2.28 through 2.30**

**No changes.**



### 3. **BILLING/PAYMENT/COMPENSATION**

DEPARTMENT shall compensate CONTRACTOR for successful delivery of the services provided pursuant to Section 2 in the following manner:

#### C. **Compensation**

##### **Warm Springs**

For the contract period beginning July 1, 2003 and ending ~~June 30, 2005~~ January 31, 2008, DEPARTMENT will pay CONTRACTOR a per diem rate of **\$51.45** (fifty-one dollars and 45/100 ~~(\$51.45)~~ **per offender**, per day at the **Warm Springs** facility.

##### **Glendive**

For the contract period beginning February 1, 2005 and ending January 31, 2008, DEPARTMENT will pay CONTRACTOR a per diem rate of **\$89.62** (eighty-nine and 62/100 dollars) **per offender**, per day at the **Glendive** facility. Upon expiration of this payment term, the parties agree to negotiate the amount of per diem in good faith in keeping with the Consumer Price Index and other relevant cost factors.

- i. The per diem rate constitutes the sole and exclusive payment by DEPARTMENT for the provision of all services required herein and shall remain in effect until changed by mutual agreement of both parties, except as otherwise specifically provided in this Contract.
- ii. DEPARTMENT will guarantee payment for a minimum of ~~seventy (70)~~ fifty (50) offenders per day, per month at the Warm Springs facility and will guarantee payment for a minimum of thirty (30) offenders per day, per month at the Glendive facility, regardless of the actual number of offenders in the respective facility.
- iii. On a monthly basis, CONTRACTOR shall also invoice DEPARTMENT for utility costs in accordance with Section 2.17.
- iv. DEPARTMENT agrees to assume any outstanding debt incurred, related to start-up costs, by CONTRACTOR in the event funding for the Glendive program is not continued after the initial three-year period of operations.

### 5. **TIME OF PERFORMANCE**

- D. This Contract shall take effect on February 1, 2002 and shall terminate on January 31, 2009, unless terminated earlier in accordance with the terms of this Contract. Upon expiration of this Contract, and in the absence of new written agreement, the terms listed herein shall continue to govern the agreement between the parties until such time as a new Contract is signed
- E. It is understood and agreed that this Contract is dependent upon appropriation of funds for this Contract by the Montana Legislature. Further, the parties recognize that the act of appropriation is a legislative act. DEPARTMENT agrees to take such action as is necessary under the laws applicable to the State to timely and properly budget for and request the appropriation of funds from the Legislature of the State of Montana which will permit DEPARTMENT to make all payments required under this Contract.

- F. DEPARTMENT further agrees to assume the appropriate portion of debt service detailed in the "Start Up Costs" of CCCS' Best and Final Offer should the 2003 State Legislature not continue funding for this Contract beyond June 30, 2003. Upon assumption of the debt service, DEPARTMENT will secure possession of those items purchased by CCCS with said start up funds causing the debt service.

## **6. LIAISONS AND NOTICE**

- D. ~~Norma Jean Boles (693-7551)~~ Michelle Jenicek (444-4910) or successor serves as DEPARTMENT'S liaison.
- E. Mike Thatcher (723-6006) or successor serves as CONTRACTOR'S liaison.
- F. All notices and invoices required in this Contract shall be in writing, properly addressed to the liaison in (A) and (B) above, mailed first-class, postage prepaid. All notices sent via U.S. Postal Service are deemed effective on the date of postmark. Notices and invoices mailed through another carrier (e.g., UPS or FedEx) are effective upon receipt.

## **25. PREVAILING WAGE AND PREFERENCES**

- E. State law (Section 18-2-401, et. seq., MCA) requires that all public works contracts in which the total cost of the contract is in excess of \$25,000 give a preference to the employment of bona fide Montana residents and must apply the prevailing rate of wages including fringe benefits for health and welfare and pension contributions, and travel allowance provisions in effect and applicable to the county or locality in which the work is being performed.
- F. Section 18-2-406, MCA, provides that contractors, subcontractors, and employers who are performing services under public works contracts as provided in this part shall post in a prominent and accessible site on the project or work area, not later than the first day of work, a legible statement of all wages to be paid to the employees on such site or work area.
- G. The standard prevailing rate of wages is determined by the Montana Commissioner of Labor in accordance with Sections 18-2-401 and 18-2-402, MCA. Travel allowance, if applicable, may or may not be all inclusive of "travel" and/or subsistence and travel time due employees. It is incumbent on the employer to determine the amount due for each applicable construction service and nonconstruction service employed. (Ref. Appendix A, Nonconstruction Prevailing Wages Rates – Effective December 25, 2003).
- H. Pursuant to Section 18-2-404, MCA, DEPARTMENT will withhold the first \$1,000.00 of the Contract price until termination thereof.

## **30. COMPLETED CONTRACT**

DEPARTMENT cannot disburse any payments under this Contract until a fully executed original Contract is returned to the Department of Corrections, ~~Legal Services~~ Fiscal Bureau, PO Box 201301, 1539 11<sup>th</sup> Avenue, Helena, MT 59620-1301.

This constitutes the Amendment to the Contract. All other provisions contained in the original Contract, as amended, shall remain unchanged.

## **SIGNATURES**

### **DEPARTMENT**

Community, Counseling, and Correctional Services Inc.  
ACCD-02-001-0-MTC

\_\_\_\_\_  
Bill Slaughter, Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mike Ferriter, Administrator  
Adult Community Corrections Division

\_\_\_\_\_  
Date

## **CONTRACTOR**

\_\_\_\_\_  
Mike Thatcher, Chief Executive Officer  
Community, Counseling, and Correctional Services, Inc.

\_\_\_\_\_  
Date

Approved for Legal Content by:

\_\_\_\_\_  
Legal Counsel  
Department of Corrections

\_\_\_\_\_  
Date

**Attachment A**

**Nonconstruction Prevailing Wage Rates**

**Effective December 25, 2003**

**These rates are not available electronically and have been included as a separate attachment.**

COMMUNITY CORRECTIONS DIVISION

Sub-Chapter 1

Organization

20.7.801 DEFINITIONS As used in this sub-chapter, the following definitions apply:

- (1) "Capacity" means no more than 40 program participants.
- (2) "Center" means the chemical dependency treatment center established in the former Eastmont human services center in Glendive, Montana.
- (3) "Contractor" means the private, nonprofit Montana corporation with which the department enters a contract to operate the program.
- (4) "Department" means the department of corrections established in 2-15-2301, MCA.
- (5) "Eligible offender" means an offender who has been convicted of a fourth or subsequent offense of driving under the influence of alcohol or drugs or driving with excessive alcohol concentration and has been sentenced under 61-8-731, MCA. The term excludes persons convicted of a sexual or violent offense as defined in 46-23-502, MCA.
- (6) "Facility" means the department-owned buildings and real property that comprise the former Eastmont human services campus.
- (7) "Program" means the chemical dependency treatment program established in the former Eastmont human services center in Glendive, Montana.
- (8) "Program participant" means an offender who is placed in the chemical dependency treatment program. (History: 53-1-203, MCA; IMP, 53-1-210 and 61-8-731, MCA; NEW, 2004 MAR p. 3019, Eff. 12/17/04.)

Rules 20.7.802 and 20.7.803 reserved

20.7.804 EASTMONT CHEMICAL DEPENDENCY TREATMENT PROGRAM (1) The department shall establish a chemical dependency treatment program for the custody, supervision, counseling, and treatment of eligible offenders in the facility in Glendive, Montana. The department shall choose a contractor to operate the program. The contractor shall establish an intensive therapeutic community-model program of approximately six months duration to satisfy the sentencing provision of 61-8-731, MCA for eligible offenders. (History: 53-1-203, MCA; IMP, 53-1-210 and 61-8-731, MCA; NEW, 2004 MAR p. 3019, Eff. 12/17/04.)

Rules 20.7.805 and 20.7.806 reserved

20.7.807 ADMISSION TO THE PROGRAM (1) A local screening committee shall determine which eligible offenders it will admit to the program.

- (2) The following individuals shall comprise the screening committee:
  - (a) a department employee appointed by the department;
  - (b) the program administrator or designee appointed by the contractor;
  - (c) a law enforcement officer appointed by both the Dawson county sheriff and the Glendive city police department;
  - (d) a member of the public who resides in the city of Glendive appointed by the Glendive city council; and
  - (e) a member of the public who resides within the Hillcrest or Georgetown subdivisions appointed by the Glendive city council.
- (3) The department shall make applications available to eligible offenders. The screening committee shall review the applications, including the criminal records and other pertinent information, and:
  - (a) determine by majority vote of members present which applicants the program will accept;
  - (b) maintain the program at or near the program's capacity; and
  - (c) accept eligible offenders in the following order:
    - (i) first, female eligible offenders;
    - (ii) second, male eligible offenders from the following counties: Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Phillips, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Treasure, Valley, and Wibaux; and
    - (iii) third, male eligible offenders from Montana counties other than those listed in (3)(c)(ii).

(4) The screening committee may only deny admission to an eligible offender who, in the committee's opinion, is inappropriate for the program, based on a conviction or criminal history that poses an undue risk to a community-based program. The committee shall state the reasons for the denial in writing. (History: 53-1-203, MCA; IMP, 53-1-210 and 61-8-731, MCA; NEW, 2004 MAR p. 3019, Eff. 12/17/04.)

Rules 20.7.808 and 20.7.809 reserved

#### 20.7.810 REQUIREMENTS AFFECTING USE OF FACILITY

(1) The department and the contractor shall adhere to the following provisions that pertain to the use of the facility:

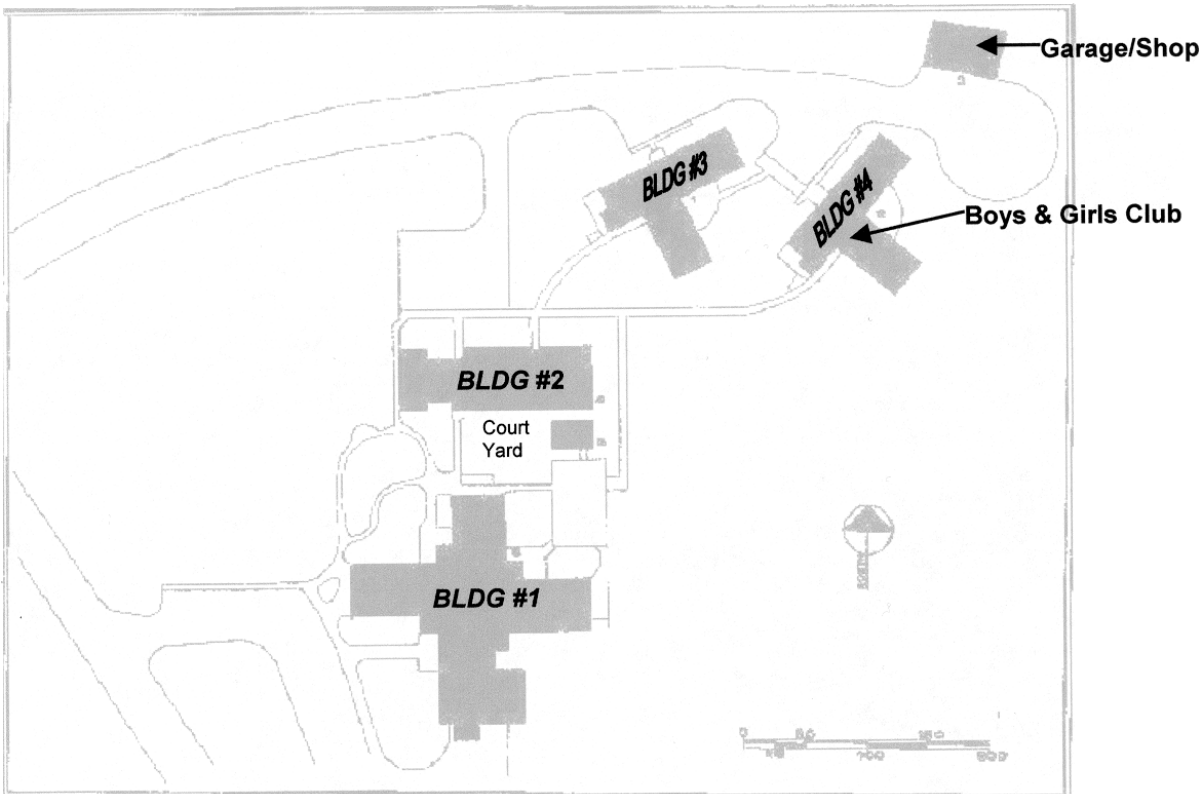
- (a) program participants may not enter or occupy for any purpose buildings three and four;
- (b) program participants may enter and occupy only buildings one and two;
- (c) building two may only be used for programming and recreation. Participants may not enter building two between the hours of 10 p.m. and 7 a.m.;
- (d) program participants' sleeping quarters in building one must be restricted to rooms whose windows face the interior courtyard or other fenced areas;
- (e) program participants must be restricted from all outside areas except for the courtyard. The contractor shall provide direct supervision whenever participants are in the courtyard; and
- (f) participant, staff and visitor access to the facility must be limited to the outside corridor located near the current dining area in building one.

(2) The department shall complete or require the contractor to complete the following:

- (a) enclose the corridor connecting buildings one and two;
- (b) improve or install exit alarms on all doors and windows that do not face a fenced area and enhance security on all doors and windows that do not face the courtyard;
- (c) fence the courtyard to provide heightened security from escape and reduce visual contact with the public; and
- (d) fence the corridor near the current dining area and adjacent area to control movement and reduce visual contact with the public.

(3) Upon request, and in exchange for the benefit of the additional security created by a law enforcement presence, the department shall provide one office in the facility for the Dawson county sheriff's department and one office in the facility for the Glendive police department. Law enforcement personnel staffing these offices shall act independently of the department and have no supervisory duties with respect to program participants.

(4) Eastmont facility map:



(History: 53-1-203, MCA; IMP, 53-1-210 and 61-8-731, MCA; NEW, 2004 MAR p. 3019, Eff. 12/17/04.)

Rules  
20.7.811 and  
20.7.812 reserved

20.7.813 REQUIREMENTS AFFECTING PROGRAM PARTICIPANTS AND VISITORS (1) The department and the contractor shall adhere to the following provisions that pertain to program participants and visitors:

- (a) program participants must wear clothing of an easily identifiable style and color, of which the contractor shall notify the public;
  - (b) the transport of program participants to the program may only be conducted by law enforcement or other supervised form of transportation approved by the department, including but not limited to the contractor, department staff, state or local law enforcement agencies or contracted transportation providers; and
  - (c) approved visitors may only visit program participants on Sundays unless otherwise approved by the department. Approved visitors may only access the facility via transportation provided by the contractor from an approved central Glendive city location.
- (2) In the event a program participant is unaccounted for within the facility and is alleged to have escaped from the facility, program staff shall immediately:
- (a) notify appropriate law enforcement and corrections agencies;
  - (b) activate an alarm audible to residences in the Georgetown/Hillcrest areas; and
  - (c) notify all radio and television stations broadcasting in the area in order to alert the public. (History: 53-1-203, MCA; IMP, 53-1-210 and 61-8-731, MCA; NEW, 2004 MAR p. 3019, Eff. 12/17/04.)

Rules 20.7.814 and 20.7.815 reserved

20.7.816 EXPANSION OR MODIFICATION (1) The department may not expand the capacity or modify the purpose of the program set forth in these rules unless it documents public support of a majority of public officials, a majority of residents of the community of Glendive, and a majority of the Hillcrest and Georgetown subdivisions.

- (2) To document public support, the department shall conduct a survey of an unbiased representative sampling of the Glendive community and the Hillcrest and Georgetown subdivisions and a survey of the following public officials:
- (a) members of the city and county governing bodies;
  - (b) the city and county attorney;
  - (c) the chief public defender, if there is one;
  - (d) the mayor;
  - (e) the local district court judge;
  - (f) state legislators for the area;
  - (g) the sheriff; and
  - (h) the chief of police.
- (3) If the department documents public support for a proposed expansion or change in the purpose of the program as set forth in (2), the department shall then conduct a public hearing in Glendive, Montana, in accordance with the Montana Administrative Procedure Act, 2-4-302, MCA. In addition to the notice requirements set forth therein, the department shall publish notice of the hearing in a newspaper of general circulation within the city of Glendive and Dawson County reasonably in advance of the hearing. (History: 53-1-203, MCA; IMP, 2-4-302, 53-1-210 and 61-8-731, MCA; NEW, 2004 MAR p. 3019, Eff. 12/17/04.)

# CONTRACT AMENDMENT

## CONTRACT # ACCD-02-001-0-MTC

THIS CONTRACT AMENDMENT (**Amendment #3**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 1539 11th Ave., Helena, Montana 59620-1301 and **Community, Counseling, and Correctional Services, Inc.** (CONTRACTOR) 81 West Park Street, Butte MT 59701 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of February 1, 2002 and Section 22 provides that the parties may modify their agreement in writing.

NOW THEREFORE, the parties agree to amend the Contract as follows (**new language underlined, old language interlined**):

### 2. DUTIES/RESPONSIBILITIES OF CONTRACTOR

CONTRACTOR shall provide the appropriate services and management necessary for the operation and management of two (2) Modified Therapeutic Communities for male and female adult offenders participating in the Warm Springs Addictions Treatment & Change (WATCH) Program. One (1) program will be located in the Xanthopolous Building in Warm Springs, MT and one (1) program will be located in the former Eastmont buildings in Glendive, MT. Any reference to "facility", as used herein, refers to the appropriate facility or both facilities, as applicable. The Warm Springs program will serve up to ~~400~~ 106 offenders and the Glendive program will serve up to 40 offenders. CONTRACTOR has already established and accepted offenders into the Warm Springs program and shall begin accepting offenders into the Glendive program on February 1, 2005. Offenders will be delivered to the Facility by DEPARTMENT staff or their designee in accordance with the RFP. In the event CONTRACTOR is requested by DEPARTMENT to provide transportation of offenders sentenced to the Program, DEPARTMENT and CONTRACTOR will agree upon a financial reimbursement prior to transportation.

CONTRACTOR agrees to provide all staff, services, and management necessary to implement a Modified Therapeutic Community. The Program shall provide individual and group treatment utilizing the community model for a six-month duration, including aftercare linkages for offenders that successfully complete the Program. All services shall be provided in accordance with CONTRACTOR'S response to the RFP, as amended/clarified and in accordance with Administrative Rules of Montana (ARM) 20.7.801 through 20.7.816, included as Attachment C.

### 3. BILLING/PAYMENT/COMPENSATION

DEPARTMENT shall compensate CONTRACTOR for successful delivery of the services provided pursuant to Section 2 in the following manner:

#### C. **Compensation**

##### Warm Springs

For the contract period beginning July 1, ~~2003~~ 2005 and ending ~~January 31, 2008~~ June 30, 2006, DEPARTMENT will pay CONTRACTOR a per diem rate of ~~\$51.45 (fifty-one dollars and 45/100)~~ \$53.51 (fifty-three dollars and 51/100) **per offender**, per day at the **Warm Springs facility – not to exceed \$2,070,301.90.**



For the contract period beginning July 1, 2006 and ending June 30, 2007, DEPARTMENT will pay CONTRACTOR a per diem rate of **\$54.58** (fifty-four dollars and 58/100) **per offender**, per day at the **Warm Springs** facility – **not to exceed \$2,111,700.20.**

### **Glendive**

For the contract period beginning February 1, 2005 and ending January 31, 2008, DEPARTMENT will pay CONTRACTOR a per diem rate of **\$89.62** (eighty-nine and 62/100 dollars) **per offender**, per day at the **Glendive** facility – **not to exceed \$1,308,452.00 in FY 2006 and FY2007, respectively.** Upon expiration of this payment term, the parties agree to negotiate the amount of per diem in good faith in keeping with the Consumer Price Index and other relevant cost factors.

- v. The per diem rate constitutes the sole and exclusive payment by DEPARTMENT for the provision of all services required herein and shall remain in effect until changed by mutual agreement of both parties, except as otherwise specifically provided in this Contract.
- vi. DEPARTMENT will guarantee payment for a minimum of fifty (50) offenders per day, per month at the Warm Springs facility and will guarantee payment for a minimum of thirty (30) offenders per day, per month at the Glendive facility, regardless of the actual number of offenders in the respective facility.
- vii. On a monthly basis, CONTRACTOR shall also invoice DEPARTMENT for utility costs in accordance with Section 2.17.
- viii. DEPARTMENT agrees to assume any outstanding debt incurred, related to start-up costs, by CONTRACTOR in the event funding for the Glendive program is not continued after the initial three-year period of operations.

This constitutes the Amendment to the Contract. All other provisions contained in the original Contract, as amended, shall remain unchanged.

## **SIGNATURES**

### **DEPARTMENT**

\_\_\_\_\_  
Mike Ferriter, Director

\_\_\_\_\_  
Date

### **CONTRACTOR**

\_\_\_\_\_  
Mike Thatcher, Chief Executive Officer  
Community, Counseling, and Correctional Services, Inc.

\_\_\_\_\_  
Date

Reviewed for Legal Content by:

\_\_\_\_\_  
Legal Counsel  
Department of Corrections

\_\_\_\_\_  
Date